



# Terms & Conditions of Hire

Northam Aero Club (Inc)  
PO Box 247  
Northam, WA, 6401

The terms and conditions set out below form part of the Aircraft Hire Agreement (“AHA”) between the Northam Aero Club (“NAC”) and the Hirer of the aircraft as identified in the Flight Log.

## Application

These Terms and Conditions apply to all private, solo, and flight training hires of aircraft from the Northam Aero Club. The term “Hirer” refers to the Pilot in Command (PIC). In cases where multiple pilots participate in a single hire event, and in the event of any dispute or disagreement, the PIC shall be deemed to be the individual legally occupying the left-hand front seat of the aircraft at the time of any incident. By accepting the AHA, the aircraft is placed into the sole care and responsibility of the Hirer for the duration of the hire period, until the aircraft is formally returned to the Northam Aero Club.

## Responsibilities of the Hirer

The Hirer/PIC is solely responsible for ensuring the following for every hire event:

- All persons to whom the aircraft is hired by must be duly licensed Members of the Northam Aero Club (Inc); or duly licensed pilots as approved by the Chief Flying Instructor or Instructors of the Northam Aero Club or Royal Aero Club Inc. of WA.
- That the Hirer/PIC ensures that only “Approved Pilots”, with a current AHA in place, operate the aircraft during the period of hire.
- That unless the purpose of the hire is to undertake Flight Training
  - That the Hirer/PIC holds a current Part 61 Australian flight crew licence or a foreign flight crew licence with a Civil Aviation Safety Authority (CASA) issued certificate of validation for Single Engine Aircraft (SEA).
  - The Hirer/PIC holds a current flight review (or equivalent proficiency check) appropriate for the aircraft hired.
- That the Hirer/PIC holds a current CASA medical appropriate to the operation being conducted and are compliant with any conditions listed.
- That the Hirer/PIC satisfies CASA recency requirements for the type of operation that they are conducting.
- The Hirer/Pilot in Command (PIC) must have completed and logged flight time within the preceding six (6) months prior to the date of hire. This recency must be verifiable through a valid pilot logbook or equivalent documentation.
- That the Hirer/PIC is aware of the category for which the aircraft is licensed and unless undertaking Flight Training, operates the aircraft only as a private operation.
- That the Hirer/PIC agrees to conduct the hire of the aircraft in accordance with requirements of the Civil Aviation Safety Authority and Airservices Australia, aircraft Pilot Operating Handbook (POH), directives of a Northam Aero Club or Royal Aero Club Instructor and the Commonwealth Government.
- That the Hirer/PIC only operates the aircraft into or out of an approved airfield (see definitions) unless prior approval has been secured, in writing, from Northam Aero Club.
- That the Hirer/PIC is to ensure that the Aircraft will not be used by the Hirer for
  - any illegal purpose.
  - in any race, speed test or in preparation therefore.
  - to propel or to tow any aircraft or vehicle.



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- The Hirer/PIC will, on each day of the hire period, check the airworthiness of the Aircraft by carrying out a thorough inspection of the Aircraft, in accordance with the Pilot Operating Handbook (POH) to ensure to their satisfaction that the Aircraft is airworthy and suitable for the proposed flight.
- The Hirer/ PIC will carry all relevant documents including pilots licence, the maintenance release, flight manual, maps, charts, meteorological reports and NOTAMS legally required for the proposed flight.
- That the Hirer/PIC is 'fit to fly' as per the CASA IMSAFE checklist (see definitions).
- That the Hirer/PIC ensures no-one smokes or vapes in aircraft.
- That the Hirer/PIC ensures no-one place items on the dashboard that may scratch the plexiglass windscreen.
- That the Hirer/PIC ensures everyone uses care when writing in the aircraft as to not mark the trims or upholstery.
- That the Hirer/PIC ensures no-one consumes food or drinks inside the aircraft that may soil or mark the interior.

## Aircraft Hire with Flight Training

1. The pilot receiving Flight Training shall be considered as the Hirer for the purposes of this agreement.
2. The Hirer always agrees to follow the instructions of the assigned Northam or Royal Aero Club Instructor.
3. All other conditions of this agreement are agreed and applicable.

## Aircraft Insurance

Northam Aero Club insures the aircraft for its own benefit against hull risks and other risks of or in connection with the operation of the aircraft during the period of hire, including risks of Third-party damage to persons or property. NAC will provide a copy of the insurance policy on request. The Hirer undertakes to pay NAC the full amount of any excess on any claim on the insurance together with any other 'out of pocket' expenses for which NAC is otherwise liable. The Hirer agrees to indemnify Northam Aero Club against all other costs, damages and liability arising out of or in any way connected with the use of the aircraft which are not covered by the insurance.

## Limitation of Operator Liability

1. The Hirer fully accepts and assumes all liability for the risks, dangers and hazards of, and the possibility of injury, danger or death in connection with the hire of the Aircraft and/or receiving Flight Training. Further, the Hirer recognises that any injury or death may result not only from the activities pursuant to this Agreement or the Hirer's actions, but also from the actions or omissions of third parties including in relation to the operation or maintenance of the Aircraft or weather or other conditions.
2. The Hirer will report to Northam Aero Club as soon as reasonably practicable and in any event within twenty four (24) hours after the event of any accident or incident which results in damage to or loss of the aircraft or which might give rise to any claim by any person against Northam Aero Club or the Hirer for injuries, loss or damage to persons by the Hirer.
3. The Hirer will cooperate with and furnish Northam Aero Club with such written statements, information and assistance as Northam Aero Club may reasonably require in relation to any accident or incident.



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4. The Hirer shall not, without the consent in writing of Northam Aero Club, make or give any offer, promise or payment, settlement, waiver, release. Which includes any indemnity or admission of liability in respect of any accident, damage to the aircraft or to the property of any third party or injury to or death of any person.

## Fees and charges

The Hirer hereby irrevocably and unconditionally authorises the Northam Aero Club to charge to the Hirer's all fees and charges payable by the Hirer under the AHA. The prevailing Standard Hire Rate shall be charged for each flight hour and is calculated on the VDO timer. The Northam Aero Club reserves the right to calculate a fair and reasonable charge based on actual time flown in the event a flight timer fails.

The Hirer shall also be liable for all Airservices charges, landing, parking and other such fees and charges incurred during the hire period. The Hirer shall be liable for any costs associated with any breach of the terms and conditions of hire, or any such sum as is necessary, to compensate the Northam Aero Club for its loss or damage. The Hirer shall also be liable for the costs of recovering or attempting to recover, from the Hirer, any outstanding charges, including incurred debt recovery and legal costs on a full indemnity basis.

All outstanding invoice amounts are to be paid within 14 days from the Hirers receipt of an invoice.

## Weather

If there are any delays in returning the Aircraft to Northam Aero Club by the due time, because of poor weather, insufficient light or any other reason, the Hirer should notify the Northam Aero Club immediately.

1. The Hirer should remain with Aircraft and return it to Northam Aero Club at the earliest practicable time consistent with good airmanship. The Hirer will be responsible for any personal expenses incurred due to such delay.
2. If the Hirer is unable to remain with the Aircraft, the Aircraft must be secured and left in a safe location. Northam Aero Club may organise another pilot to return the Aircraft to Northam. The Hirer will be responsible for the cost of returning the aircraft to the Home Base at the current hire rates plus any costs attributed to the use of a recovery pilot.

## Refuelling away from Northam

1. The Hirer is to use the supplied Northam Aero Club fuel card(s). If the fuel card cannot be used, to be reimbursed for fuel purchased, the Hirer MUST supply an official tax invoice of the fuel purchased to Northam Aero Club. Without a receipt a reimbursement will not be possible.
2. If the aircraft is refuelled away from Northam, the difference in cost of the fuel between Northam and the pump price where the aircraft was refuelled must be borne by the Hirer.
3. Any additional refuelling fees, such as out of hours refuelling call out fees, will be borne by the Hirer.

## Dangerous Goods

No dangerous goods are to be carried in aircraft operated by the Northam Aero Club.



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## Unserviceability Delays

1. If there are any delays in returning the Aircraft to Northam Airfield, due to aircraft unserviceability arising through normal operations and not for a reason attributable to the Hirer, the Hirer must immediately notify Northam Aero Club, and the hire of the Aircraft will be terminated at that point.
  - The Northam Aero Club will negotiate and agree upon reasonable costs associated with the Hirer's transportation, accommodation, and other related expenses prior to the commencement of the activity. The Northam Aero Club shall not be liable for any expenses that have not been explicitly agreed to in advance.
  - The Hirer shall ensure that the aircraft is safely secured. If the aircraft cannot be safely secured, the Hirer must notify the Northam Aero Club immediately to allow arrangements to be made safely secure the aircraft.
2. The costs of recovery and repair of the Aircraft (where required) will be Northam Aero Club's responsibility.
3. Under no circumstances is maintenance to be performed by any individual or organisation without prior consent from Northam Aero Club.

## Securing the Aircraft

When the aircraft is not in use, it is the Hirer's responsibility to always ensure that:

1. The aircraft is secured while parked, including control locks, pitot covers, throttle lock, and tie downs as may be fitted to or carried by the aircraft, including on return to Northam.
2. If a suitably responsible person is not remaining with the aircraft, all doors are to be locked, and the keys placed in possession of a suitably responsible person.
3. Failure to secure the aircraft will result in the Hirer being liable for any damages incurred to the aircraft.

## Completion of Hire

To ensure that aircraft are kept in excellent condition all Hirer's must do their part in ensuring that aircraft are returned clean, tidy, presentable and safe. By hiring an aircraft from Northam Aero Club, the Hirer agrees to:

1. Remove all rubbish from aircraft after use, whether you left it there or not.
2. Used oil funnels and empty oil bottles are to be stored in white storage cupboard on the wall in the club hangar. If the last oil bottle is used, please advise the Northam Aero Club so that replenished oil bottles can be organised.
3. Ensure all post flight actions are completed as per the POH.
4. The aircraft should be refuelled to a level that supports a maximum passenger, maximum fuel configuration. For PGL, this assumes a fuel level of between 100 – 120 litres remaining in the fuel tanks.
5. The aircraft should have the front windscreen cleaned with cleaner and cloths provided.

The Hirer shall report as soon as is practical to the Northam Aero Club any defects that render the aircraft unserviceable or unsafe for further operation.

In the event that the aircraft is not returned in a tidy, presentable and safe condition, the Hirer may be liable for a cleaning fee.



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## Governing laws

All terms and conditions and this agreement shall be governed by the laws of Western Australia and the parties hereby submit to the jurisdiction of the courts of WA.

## AHA Agreement

By signing below, I hereby acknowledge that I have completely read and fully understood the Northam Aero Club Terms and Condition of Aircraft Hire and agree to comply with the terms and conditions outlined.

	Hirer Details	Witness Details
Full Names		
Aviation Reference Number (ARN)		N/A
Address		
Signed		
Date		

Once signed and completed, please initial all pages and provide either a hard or soft copy of the following to the Northam Aero Club Treasurer:

1. a copy of your current CASA medica certificate;
2. a copy of your most recent Part 61 Aeroplane Flight Review (AFR) (or equivalent proficiency check); and
3. a signed copy of this document.

This agreement shall remain in force from the date of signature until the 1st of February of the following year.

**In the event that your medical or AFR expires prior to this date, a copy of your new record will need to be provided.** If there is no approved AHA, and records of a valid medical and AFR, then aircraft hire will be denied until these criteria are successfully met.





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## Definitions

**Approved airfields** mean any airfield listed within the Enroute Supplement Australia and the Australia Country Airstrips Guide that the Hirer/PIC has determined is safe to operate in/from by means of performance charts.

**Dangerous Goods** are items or substances that are a risk to health, safety, property or the environment when you transport them by air. Obvious dangerous goods include:

- Acids
- chemicals and poisons
- compressed gases
- explosives
- flammable liquids
- radioactive materials.

**IMSAFE** means the pilot in command assessing themselves fit and well to act as pilot in command of an aircraft after consideration of the current CASA listed human factors and including the items listed in the following paragraphs. Such an assessment is to be conducted in a manner that a reasonable person would employ at the Hirer's standard of CASA flight crew licence:

- Illness – Is the pilot suffering from any illness or symptom of an illness which might affect them in flight?
- Medication – Is the pilot currently taking any drugs (prescription or over the counter)?
- Stress – Is the pilot overly worried about other factors in their life? The psychological pressures of everyday living can be a powerful distraction and consequently affect a pilot's performance.
- Alcohol – any consumption in the past 8 hours or current impairment. The pilot should also consider the effects of their alcohol consumption within the last 8 to 24 hours.
- Fatigue – Has the pilot had sufficient sleep and adequate nutrition.
- Emotion – Has the pilot fully recovered from any extremely upsetting events such as the loss of a family member?
- Eating – has the pilot eaten? including ensuring proper hydration, sustenance, and correct nutrition.

**Negligent or wrongful act** includes any act or omission published in the Civil Aviation Act, Regulations, Civil Aviation Safety Regulations, Aeronautical Information Publication, Enroute Supplement Australia, and any other Government publication covering any aspect of air safety to which a penalty is applicable. It also includes any behaviour prohibited in the rules and regulations, and as notified in writing by the Northam Aero Club, including malicious treatment of the aircraft and careless or reckless behaviour occasioning damage.