

AIRCRAFT HIRE AND FLY AGREEMENT



1 GENERAL HIRER INFORMATION

FULL NAME: _____

RESIDENTIAL ADDRESS: _____

POSTAL ADDRESS: _____

HOME TELEPHONE NUMBER: _____

WORK TELEPHONE NUMBER: _____

MOBILE TELEPHONE NUMBER: _____

COMPANY NAME (if applicable): _____

COMPANY ADDRESS (if applicable): _____

AGE: _____ DATE OF IF RATING: _____

LICENSE NUMBER: _____ IF RATING EXPIRY DATE: _____

TOTAL HOURS: _____ LICENSE EXPIRY DATE: _____

DATE OF PPL: _____ ID/PASSPORT NUMBER: _____

DATE OF CPL: _____ HRS ON TYPE (TOTAL): _____

NIGHT RATING: _____ HRS ON TYPE (LAST 6 MONTH): _____

ACCIDENT/INCIDENT HISTORY: _____

DATE OF FLIGHT: _____ TO _____

ROUTE TO BE FLOWN: _____

DATE OF CONTRACT EXPIRY: _____

I, _____, hereby declare I have read, understood, agreed to and will abide by all the provisions listed in the terms and conditions for aircraft hire appended to this document and bind myself in my personal capacity as well as my principals, as the case may be thereto.

Witness Fullname:

Hirer Signature

Date of Signature:

Witness Signature

Attached copy of:

1. Excess Insurance Certificate;
2. Pilot's License;
3. Pilot's Medical'
4. Walk-around Inspection Form.



2 DEFINITIONS

The term “**Aircraft**” shall mean the aircraft, a C72R, registration ZS-LLY, the property of The Company hereby hired with all equipment and accessories attached thereto or used in connection therewith.

The term “**The Company**” shall mean Buchan Ventures (Pty) Ltd., Registration No. 2021/120192/07.

The term “**Hirer**” shall mean all signatories to this agreement, the Pilot in Command, Private Company, Public Company, Trust, Close Corporation, Not for Profit Organisation, Personal Liability Corporation or Club associated with this hire.

The term “**Base Airport**” shall mean Lanseria International Airport, Republic of South Africa.

3 FEES

3.1 The Hirer shall pay The Company for hire as pre-arranged or per standard ruling list price immediately on presentation of an invoice, unless otherwise arranged prior to hire.

3.2 The Hirer is responsible for correct information of flight times, either by hobbs meter or in absence or default of such a meter, tachometer plus 8%, or watch from switch-on to switch-off. In case of a dispute, the Hirer will accept The Company’s final decision.

3.3 The Hirer undertakes to pay all landing fees and any other airport, customs, and immigration fees, etc. directly to those authorities concerned and will avoid such fees being charged to The Company due to negligence in failing to pay any fees.

3.4 Landing fees for the Base Airport must not be paid by Hirer but will be charged on the invoice.

3.5 If the Aircraft is abandoned away from the Base Airport, the Hirer will be charged pilot expenses plus flight time, at dual rates, to return the aircraft to the Base Airport.

4 PERIOD OF HIRE

4.1 The period of hire shall commence on the pre-arranged delivery time of the aircraft to the Hirer and shall terminate on the redelivery of the aircraft in good flying order to the Company, at the Base Airport on or before the pre-arranged redelivery date and time, weather permitting.

4.2 The Company shall not be obliged to allow any extension of the time to the specified period of hire. Should the Hirer and/or the Pilot in Command wish to extend the term of hire, they shall notify The Company, on The Company agreeing to the extension, they shall pay the additional hiring charges. Unauthorised overdue return of the aircraft may result in penalty charges.

5 CANCELLATION OF HIRE

5.1 In the event of cancellation or early termination, including as the result of an accident, by the Hirer, the Hirer undertakes to pay a portion, up to 40%, of the hire fees, if so requested by The Company.

6 CONDITION OF AIRCRAFT

- 6.1 The Hirer and Pilot in Command of the aircraft, hereby acknowledge that have inspected the the aircraft, and it was delivered to them by The Company in good working order and repair, with all accessories and appurtenances thereto in working order, with the necessary materials to operate the aircraft and to use, maintain and care for it in a proper manner and shall return it to The Company in the same condition as it was when delivered to them, fair wear and tear alone exempted.
- 6.2 The Hirer is responsible for any damage to the Aircraft either on the ground or whilst flying during the period of hire.
- 6.3 The Hirer agrees to report any Aircraft damage, accident or incident to The Company as soon as possible after an occurrence.
- 6.4 The Company shall not be liable to supply a replacement aircraft if the original aircraft is not available or unfit for use during the period of hire for any reason.

7 MANNER OF OPERATION OF AIRCRAFT

- 7.1 The Hirer warrants that the pilot is fully licensed and appropriately rated for the hired aircraft and subsequently is fully familiar with the operation of the aircraft.
- 7.2 The Hirer will operate the aircraft in full accordance with the Pilot's Operating Handbook, and abide by all current air navigation regulations, local airfield rules and company's instructions.
- 7.3 The Aircraft shall not be used or operated:
 - 7.3.1 For any illegal purposes;
 - 7.3.2 In any race, speed test or contest;
 - 7.3.3 By any other person than the Hirer who signed this contract as Pilot in Command;
 - 7.3.4 To carry passengers or property for compensation.
- 7.4 It is the Hirers duty to familiarise themself with information from The Company on the manner in which the aircraft may be operated e.g. geographical limits, operational category and insurance limitations, etc.
- 7.5 The Hirer agrees to properly secure the aircraft after each flight, either in the hangar at the Base Airport, or appropriately tied-down, if off airport, to ensure the aircraft is secured against theft, storm damage or damage from wild animals.
- 7.6 The Hirer agrees not to tamper with, molest, or attempt to repair any parts of the aircraft or its accessories, but will telephone The Company for instructions upon encountering mechanical or electrical malfunctions.

8 INSURANCE

- 8.1 To the extent not covered by Insurance held by The Company, the hirer indemnifies and holds The Company harmless at all times against all or any loss suffered by The Company or any claims, proceedings, costs or expenses whatsoever and however arising including, without in any way limiting the generality hereof, any claims, proceedings, costs and expenses which may attribute to any acts of omissions by The Company, which may at any time be made by the hirer or by any employee, servant or agent or subcontractor of the Hirer, or any third party of parties arising out of the operation of the Aircraft by the Hirer and/or the hiring in terms of this agreement.
- 8.2 By scrutinizing and approving this Agreement and subsequently paying the required amount the Hirer herewith acknowledges that they are aware of and agree to the conditions of hire and all future hires by the same Hirer even if the contract is unsigned by the Hirer.
- 8.3 The Hirer is required to hold minimum Excess Insurance to the value of R20,000.00 and to attach a certificate evidencing said insurance to this agreement.

9 DOMICILIUM CITANDI ET EXECUTANDI

9.1 The Hirer elects the domicilium citandi et executandi for all purpose arising out of this agreement as the Hirer's residential address reflected on this Agreement. The Hirer consents to the jurisdiction of any Magistrate Court having territorial jurisdiction in respect of the Hirer within the Republic of South Africa in respect of all proceedings under this agreement in terms of section 45 of the Magistrates Court Act No 32 of 1944.

10 PARTNERSHIPS, CORPORATIONS, TRUSTS, ETC.

10.1 Should the Hirer be a Private Company, Public Company, Trust, Close Corporation, Not for Profit Organisation, Personal Liability Corporation or Club, the signatory to this agreement warrants that they have the necessary authority to bind said organisation, in respect of all the terms and condition of this agreement.

11 JOINT AND SEVERAL LIABILITY

11.1 Should there be more than one Hirer the liability of the parties in terms of this agreement shall be joint and several.

11.2 The above terms and conditions of aircraft hire are accepted by me,
_____, on behalf of all parties, for the Aircraft hired
from The Company.