

terms and conditions.....



## Definitions

<b>Agreement:</b>	This agreement for Hire of an Aircraft and club membership and the terms and conditions herein.
<b>Aircraft:</b>	Any aircraft (including tyres, equipment, avionics, keys, accessories, pilot's operating handbook and other aircraft documents) owned or operated by, or leased to Take Flight Aviation Limited and made available to Members upon the terms of this Agreement.
<b>A.N.O:</b>	Air Navigation Order
<b>Booking:</b>	The booking of the Aircraft for the purpose of Hire using the on-line booking system or booked with a member of staff or freelance instructor.
<b>Booking System:</b>	The Internet based booking system licensed to Take Flight by and made available to Members via the Website together with any access code for the purpose of the Hire.
<b>CAA:</b>	The United Kingdom Civil Aviation Authority.
<b>E.A.S.A:</b>	European Aviation Safety Agency
<b>Flying Club:</b>	The private flying club operated by Take Flight Aviation Limited for the use by Members of the Facilities and hire of the Aircraft.
<b>Hire:</b>	Hire of the Aircraft upon the terms of the Agreement.
<b>Hire Charges:</b>	The charges for Hire (which for the avoidance of doubt shall not include the Membership Subscription) posted for public view within the Premises or published from time to time by Take Flight in any material for Members and calculated in accordance with paragraph 2.
<b>Intellectual Property Rights:</b>	All patents, copyrights, design rights, trademarks, service marks, trade secrets, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
<b>Member(s):</b>	A member of the Flying Club.
<b>Membership:</b>	Club membership of Take Flight.
<b>Membership Subscription:</b>	The annual fee for Membership (which for the avoidance of doubt shall not include the Hire Charges) published from time to time by Take Flight and payable by monthly installments.
<b>Premises:</b>	The Flying Club premises and facilities therein (including the secure door code and Member access code) made available by Take Flight to Members.
<b>S.E.R.A:</b>	Standardised European Rules of the Air
<b>Take Flight:</b>	Take Flight Aviation Limited, Company Number 05712826 registered office Prince & Co, Charter House, Lichfield, WS13 6QA.
<b>Website:</b>	The website operated for the benefit of Members at the URL: <a href="http://www.takeflightaviation.co.uk">www.takeflightaviation.co.uk</a>

## 1 Member Obligations.

- 1.1 I agree to the following terms and conditions and at the time of any hire of an aircraft as Pilot in Command;
  - 1.1.1 to Hire the Aircraft, and the Aircraft is made available to me solely for the purposes of Hire;
  - 1.1.2 I am solely responsible before every flight, for checking the airworthiness of the Aircraft and current validity of documentation;
  - 1.1.3 to book out before each flight by filling in the Aircraft technical log and noting the permitted flying hours until the next scheduled service;
  - 1.1.4 to record all defects on the technical log immediately on returning to the premises and record details of all fuel added to the aircraft and record details of each flight flown;
  - 1.1.5 I shall not undertake any flight should I have any reasonable doubt as to the airworthiness of the Aircraft or believe that the duration of the flight may place the Aircraft outside the next scheduled service requirements;
  - 1.1.6 I shall not attempt to transfer ownership, lease, sub hire or otherwise make available the Aircraft for commercial gain;
  - 1.1.7 that no one may service and or repair the Aircraft without the prior written approval of Take Flight;
  - 1.1.8 to take full responsibility to check and fly the Aircraft in accordance with the flight manual;
  - 1.1.9 I am a licensed pilot or am a student pilot authorised by a flying instructor operating under the terms of the license as per 1.1.15 and hold a current flying certificate issued by the CAA or EASA which is not the subject of revocation or suspension;
  - 1.1.10 I am appropriately rated current and certified to fly the Aircraft and I also hold all appropriate certificates and ratings appropriate to my intended flight and use of the Aircraft or am authorised by a flying club instructor operating under the terms of their licence as per clause 1.1.15;
  - 1.1.11 I hold a current valid medical certificate which is not the subject of suspension or revocation and such certificate is appropriate to the nature of my intended flight;
  - 1.1.12 I am in compliance with all CAA (ANO) and or EASA (SERA) Aviation Regulations governing recency and currency of experience and my pilots licence is endorsed with a current certificate of experience appropriate to my flight experience and ratings;
  - 1.1.13 I will have had a checkout in the make and model of aircraft the subject of the Hire by a Take Flight instructor or other authorised Member, who has approved me to act as pilot in command of the Aircraft and have or shall inspect and read the relevant Aircraft operating manual prior to operation of the Aircraft;
  - 1.1.14 during the period of Hire, the Aircraft shall not be operated by anyone other than myself with the exception of another suitably qualified Take Flight member, who has jointly rented the Aircraft;
  - 1.1.15 if I am a student pilot with a current medical certificate issued by a CAA approved doctor, I will obtain authorisation by a Take Flight approved instructor before any solo flight;
  - 1.1.16 to comply with the pilots order book, with particular regard to currency requirements, defects, local operating procedures and weather minima;
  - 1.1.17 I have not been convicted of arson or any offence involving dishonesty fraud or theft;
  - 1.1.18 I have not been reported to the CAA or EASA or any other similar authority for any accident or incident whilst in charge of an aircraft, or prosecuted for any flying related offence, that has not been acknowledged and accepted by both a Take Flight Director and the Aircraft Insurers in writing;
  - 1.1.19 I have not been involved in any incident or accident or had an aircraft stolen within the past five years;
  - 1.1.20 at the end of my hire, to return the Aircraft to Take Flight in the same condition, in which I received it at the time of Hire (save for ordinary wear and tear). I agree to return the Aircraft to the Take Flight parking area at Wellesbourne Mountford Airfield or if hired from London Oxford, the parking area at London Oxford Airport either on the date and time specified on the Booking System or upon the demand by Take Flight;
  - 1.1.21 I may be responsible for additional charges to the Hire Charges if I return the Aircraft on a date or time other than detailed in the Booking;

- 1.1.22 that there may be rate changes or additional charges to the Hire Charges if I return the Aircraft to a location other than Wellesbourne Mountford Airport or London Oxford Airport;
- 1.1.23 I may be responsible for additional charges if the aircraft is returned dirty, particularly when operated from grass runways or where it has operated on grass taxi or parking areas. Cleaning materials are supplied at Take Flight;
- 1.1.24 I will be responsible for all landing, approach, parking and air traffic fees plus an administration fee for all charges that have not been settled directly with the airport or supplier concerned;
- 1.1.25 if for any reason I cannot return the Aircraft at all, I will pay Take Flight for all loss or estimated damages to the Aircraft including loss of use, claim processing fees, administrative charges, and legal expenses;
- 1.1.26 Take Flight may repossess the Aircraft without demand at my expense if the Aircraft is found illegally parked, apparently abandoned, used in violation of the law, or for a prohibited use or any breach of this Agreement is suspected by Take Flight in its sole discretion;
- 1.1.27 I am responsible for any uninsured damage or loss to the Aircraft. I accept responsibility to inspect the Aircraft prior to any rental and bring to the attention of Take Flight any damage prior to any rental or flight and assume responsibility to obtain written verification of such damage from Take Flight or shall assume total responsibility for such damage;
- 1.1.28 That should the Aircraft require such emergency repairs, I understand that during the Hire I should, (a) contact Take Flight for instructions, (b) only if no contact can be made and the repair can be completed for one hundred pounds U.K. (£100.00), or less, I may authorize the repair by a licensed aircraft engineer and shall be reimbursed the cost of such repair by Take Flight. I understand that under no circumstance should the Aircraft be flown knowing that repairs are required;
- 1.1.29 I will be responsible for unauthorised repairs. I understand that Take Flight will not reimburse me for any unauthorised repairs;
- 1.1.30 it is the pilot in command's responsibility to comply with all applicable seat belt and child restraint laws;
- 1.1.31 I will not use any cleaning materials or deicing fluid on the aircraft that is not aviation approved.
- 1.1.32 in no event shall I be deemed to be the agent, servant, or employee of Take Flight in any manner or for any purpose whatsoever;
- 1.1.33 Take Flight do not waive any rights under this Agreement except in writing signed by a director of Take Flight;
- 1.1.34 the minimum period of Membership is twelve months;
- 1.1.35 my Membership is solely at the invitation of Take Flight and as such can be terminated without notice or reason or for any breach of this Agreement;
- 1.1.36 if Take Flight are unable to supply the services advertised or agreed I understand my membership may be terminated;
- 1.1.37 the validity of my current Membership is subject to up to date payment of my Membership Subscription at the current rate and any Bookings being made under the terms of this Agreement;
- 1.1.38 my telephone number and email address may be passed to other Members and other details as required by the Police, CAA or other similar authority;
- 1.1.39 subject to conscientious and legal operation of the Aircraft, and operation under the terms of the insurance policy my liability to damage covered by insurance is limited to the policy excess applicable at that time. The excess may vary between aircraft and insurers and is likely to be increased for aircraft with more than 4 seats;
- 1.1.40 not to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Booking System or the Website in whole or in part;
- 1.1.41 the Intellectual Property Rights in the Booking System are owned by the proprietor and the Intellectual Property Rights in the Website are owned by Take Flight and I shall have no rights in or to the Booking System or the Website other than the right to use each in accordance with the terms of this Agreement;
- 1.1.42 I shall not disclose my password or access code to the Premises or the Booking System to any third party and I shall notify Take Flight immediately if I become aware that my password or access code has become known to any third party;

- 1.1.43 Take Flight may collect and process (and keep a record of the same) the following data about me;
- a) All information necessary for the purposes of my Membership;
  - b) Details of transactions I carry out within the Website or the Booking System (including for the avoidance of doubt information in the bulletin board of the same);
  - c) Details of my visits to the Booking System whether this is required for Take Flights billing purposes or otherwise and the resources that I access;
- 1.1.44 I shall not approach, lobby, recruit, or attempt to sell any product or service to another member without the written authority of the Managing Director of Take Flight Aviation Ltd.

## **2 Payment of Hire Charges and Refuelling Charges.**

- 2.1.1.1 I agree to pay the Hire Charges as follows;
- 2.1.1.2 The Hire Charges are based upon the intended use of the Aircraft and are calculated according to an hourly rate. A twenty-four-hour period rate effective from the commencement of use of the Aircraft may apply to hire periods in excess of seven days;
- 2.1.1.3 For periods, not to exceed twenty-four hours the Hire Charges are calculated based upon the time the Aircraft is operated on the ground and flown by the Hobbs meter in the Aircraft. The Hire Charges are subject to verification and audit by Take Flight. If the said audit reveals a discrepancy I will either;
- a) be responsible for any additional charges which should have been originally invoiced to me; or
  - b) be provided a credit on my account which shall be applied towards future Hire Charges.
- 2.2 In addition to the Hire Charges I agree to pay Take Flight upon demand;
- 2.2.1 all hourly rates, charges, taxes, airport or air traffic fees, and all other amounts incurred as a consequence of the Hire;
- 2.2.2 the cost of rectification of any un-insured damage to the Aircraft, or the cost of any loss if any terms of this agreement have been disregarded or breached, regardless of fault, and all losses or estimated damage to the Aircraft including loss of use, claims processing fees, administrative charges, legal and other charges;
- 2.2.3 I understand that if loss or damage to the aircraft and other third party liabilities are not covered by insurance, I will be solely responsible.
- 2.2.4 I understand that I will pay the insurance excess in the event of any accident. I understand that this will be reclaimable in the event that the insurance company or Take Flight or the registered owners of the Aircraft recover the same from any other party or insurer;
- 2.2.5 if I direct Take Flight to invoice the Hire Charges to someone else who then fails to make payment promptly when due, I shall pay such Hire Charges promptly upon demand;
- 2.2.6 I understand that the Hire Charges include fuel for the Aircraft. However, If I need to purchase fuel from anyone other than the supplier, currently Flitfleet Ltd (Wellesbourne) and Oxford Aviation Services Limited (London Oxford Airport) I shall be reimbursed for the cost of such fuel subject to a maximum sum per litre, which is the local rate, published from time to time in the Premises at Take Flight Aviation. The calculation for such reimbursement of fuel is conditional upon production of all fuel receipts when I return the Aircraft. I shall attach such copy receipts to my payment confirmation;
- 2.2.7 I agree to pay an amount equal to one-hour hire charge for any booking that is not cancelled prior to the commencement of the hire period. I understand there will not be a charge if I delay the commencement of the hire due to weather or any maintenance issue, subject to the alteration of the booking being made prior to the commencement of said booking.

## **3 Exclusions.**

- 3.1 I agree and acknowledge that Take Flight makes no express or implied warranty including without limitation as to the condition of the Aircraft, its merchantability or fitness for a particular purpose or serviceability and Take Flight shall not be liable for any direct, indirect, special or consequential damages arising from the Hire or for my actions as pilot in command of the Aircraft.

#### **4 Prohibited use of the Aircraft.**

- 4.1 I agree that the Aircraft shall NOT be used by or for any of the following prohibited purposes;
  - 4.1.1 by any other person other than myself, or another Member who has jointly agreed to Hire, and been checked out on the Aircraft;
  - 4.1.2 by any person under the influence of intoxicants, drugs, or any other substance known to impair piloting ability;
  - 4.1.3 for any illegal purpose;
  - 4.1.4 by any person who provides Take Flight a false name, age, address or misleading information;
  - 4.1.5 in any abusive or reckless manner;
  - 4.1.6 in any race, test, display, formation, contest or aerobatic competition, without the written authority of a Take Flight Director or Senior Instructor;
  - 4.1.7 for any use outside the borders of Europe without the prior written permission of Take Flight and payment of additional insurance premium as may be required;
  - 4.1.8 for any manoeuvres not approved by the applicable pilots operating handbook for the Aircraft;
  - 4.1.9 landing on unimproved, unlicensed runways or air-strips without the written consent of a director or authorized senior instructor of Take Flight Aviation Limited. Such consent will be required for each trip and subject to seeing performance calculations for each flight;
  - 4.1.10 any purpose that is prohibited by the insurance policy on the aircraft;
  - 4.1.11 in an aircraft approved for aerobatic manoeuvres, spinning without an aerobatic instructor or qualified aerobatic pilot on board, solo aerobatics without suitable training and completion of an AOPA aerobatic certificate, any aerobatic manoeuvre without all occupants wearing a parachute and any aerobatic manoeuvres under 3000 feet.

#### **5 Insurance.**

- 5.1 Liability insurance. I understand that the Aircraft owners provide liability insurance, which covers the Hire up to certain limits details as detailed in the insurance policy. I understand that I am responsible for any uninsured liability, or amounts in excess of the policy limits;
- 5.2 Hull insurance. I understand that I am responsible for any damage or loss to Take Flight aircraft operated outside the terms of this agreement. I further understand that should said damage or loss be covered under the insurance policy, I will be responsible for all deductibles and any portion of the damage not covered by said insurance;
- 5.3 Contents insurance. There is no contents insurance. I am responsible for loss or damage to any contents in the Aircraft regardless of fault;
- 5.4 Accidents and Claims reporting. I will immediately report any accident to Take Flight, and if necessary to the local police, CAA and Air Accident Investigations Authority or any other similar aviation authority in another country, as required by the CAA (ANO) Regulations. I will also deliver to Take Flight every summons, complaint, or paper of any kind received by me in any way relating to an accident or violation involving the Aircraft rented under this Agreement. I will not aid or encourage the filing of any claim as the result of any accident and I will cooperate fully with Take Flight and its insurer or the insurer of the Aircraft operator, if any, to investigating and defending any claim or lawsuit;
- 5.5 Personal property. I understand that Take Flight is not responsible for the loss or damage of my property or that of others left at any time in the Aircraft during the period of Hire or on the Premises, even if it is in the possession of Take Flight, regardless of who was at fault. I will be responsible to Take Flight for all claims made by others for such loss or damage;
- 5.6 Fines and penalties. I will pay all fines, penalties, costs imposed for violation of any law with respect to the Aircraft during the period of Hire including the legal expenses in connection with handling such matters. I will promptly report any such violations to Take Flight;
- 5.7 Medical insurance. I understand that Take Flight is not responsible for any medical expense I may incur as the result of any flight operation or accident during the period of Hire.
- 5.8 Insurance documents. I understand that the Insurance documents may be viewed at the Premises and the validity of such should be checked and verified by me prior to the Hire.

**6 Waiver.**

6.1 No failure or delay by either Take Flight or me to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**7 Severance.**

7.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected;

7.1.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**8 Notice.**

8.1 Any notice or other communication required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication as set out below:

Managing Director  
Take Flight Aviation Limited  
Finance and Administration Office  
48-50 High Street  
Henley in Arden  
Warwickshire B95 5AN

To me at the address notified under my Membership.

8.1.2 Any notice or other communication shall be deemed to have been duly received;

8.1.3 if delivered personally, when left at the address and for the contact referred to in this clause;

8.1.4 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; or

8.1.5 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed;

8.1.6 A notice or other communication required to be given under this Agreement shall not be validly given if sent by email.

**9 Governing Law and Jurisdiction.**

9.1 This Agreement shall be interpreted in accordance with the laws of England and Wales and I agree to submit to the exclusive jurisdiction of the courts of England and Wales.

I HAVE READ AND FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Member signature .....

Print Name ..... Date.....

# Take Flight

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