

TAKE FLIGHT AVIATION LIMITED AIRCRAFT RENTAL AGREEMENT

TERMS AND CONDITIONS OF AIRCRAFT RENTAL AND MEMBERSHIP

I understand that these terms and conditions form the aircraft rental agreement (“Agreement”), which applies to all aircraft owned, operated or offered by Take Flight Aviation Limited otherwise known as (“Take Flight”) and hired by myself during the period of my membership.

I AIRCRAFT

- 1) I understand that you own or lease the aircraft, or act as an intermediary for the aircraft operator and or owner. The aircraft (“Aircraft”) includes tyres, equipment, avionics, keys, accessories, and aircraft documents. The aircraft is delivered to me solely for rental purposes. I accept that in renting the aircraft I am solely responsible before every flight, for checking the airworthiness of the aircraft and current validity of documentation. I agree to book out before each flight by filling in the aircraft technical log and noting the permitted flying hours till the next maintenance requirement. I agree to record all defects on the technical log immediately on returning to Take Flights premises. I agree not to undertake any flight should I have any doubt as to the airworthiness of the aircraft or believe that the duration of the flight put the aircraft outside the next service requirements. I understand that no one but Take Flight Aviation Limited can transfer the aircraft. Attempted transfer by me or anyone else is void. No one may service and or repair the aircraft without the prior written approval of Take Flight Aviation Limited.
- 2) **I AGREE AND ACCEPT THAT TAKE FLIGHT AVIATION LIMITED MAKE NO EXPRESS OR IMPLIED WARRANTY TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE CONDITION OF THE AIRCRAFT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR SERVICABILITY AT THE TIME OF HIRE AND THEREFORE TAKE FLIGHT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE RENTAL OF THE AIRCRAFT AND AS PILOT IN COMMAND, I THE UNDERSIGNED MEMBER AND HIRER TAKE FULL RESPONSIBILITY TO CHECK AND FLY THE AIRCRAFT IN ACCORDANCE WITH THE FLIGHT MANUAL.**

II WHO MAY OPERATE THE AIRCRAFT - AUTHORISED PILOT

At the time of signing this agreement and before every flight: -

- 1) I represent that I am a capable and valid licensed pilot. My certificate was issued by the U.K. Civil Aviation Authority (CAA) and is not under suspension or revocation.
- 2) I am appropriately rated current and certified to fly the aircraft that I am renting I also hold all appropriate certificates and ratings given the nature of my intended flight.
- 3) I hold a valid Civil Aviation Authority pilots license, or recognised foreign equivalent, or valid medical certificate (student pilot for solo flight) with the appropriate class for my intended flight. My medical is not under suspension or revocation.
- 4) I am in compliance with all CAA (ANO) Aviation Regulations concerning recency of experience and currency requirements.
- 5) My pilots license is endorsed with a current certificate of experience appropriate to my flight experience and ratings.
- 6) I have had or will have had prior to operating the aircraft a checkout in the make and model aircraft that I am renting 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 will inspect and read the relevant aircraft operating manual prior to operation of the aircraft.
- 7) During the time of the rental period, the aircraft shall NOT be operated by anyone other than myself with the exception of another Take Flight member, who has jointly rented the aircraft.
- 8) Should I be 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.
- 9) I am a member of Take Flight and will comply with the pilots order book.
- 10) I have not been convicted of arson or any offence involving dishonesty fraud or theft.

- 11) I have not been reported to the CAA or any other similar authority for any accident or incident whilst in charge of an aircraft or prosecuted for any flying related offence.
- 12) Have not been involved in any incident or accident or had an aircraft stolen within the past five years.

III AIRCRAFT RETURN

- 1) I agree to return the aircraft to Take Flight Aviation Limited in the same condition, which I received it except for ordinary wear and tear. I agree to return the aircraft to the Take Flight parking area at Wellesbourne Mountford Airfield either on the date and time specified on the internet booking system or upon the demand of Take Flight.
- 2) I understand that I may be responsible for additional charges if I return the aircraft at a different time or due date.
- 3) I understand that there may be rate changes or additional charges if I return the aircraft to a location other than Wellesbourne Mountford Airport.
- 4) 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.

IV AIRCRAFT REPOSESSION

- 1) 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 if any breach of this agreement is suspected.

V PROHIBITED USES OF THE AIRCRAFT

I agree that the aircraft shall NOT be used by or for any of the following prohibited uses:

- a) By any other person other than myself, or another Take Flight Member who has jointly hired, been checked out in and jointly booked out the aircraft.
- b) By any person under the influence of intoxicants, drugs, or any other substance known to impair piloting ability.
- c) For any illegal purpose.
- d) By anyone who gives Take Flight a false name, age, address or misleading information
- e) In any abusive or reckless manner.
- f) In any race, test, or contest, or acrobatic maneuvers.
- g) 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.
- h) For any maneuvers not approved by the applicable Pilots Operating Handbook for the aircraft.
- i) For any commercial purpose, hire or compensation, including air taxi or flight instruction by a non-Take Flight authorized flight instructor.
- j) Landing on unimproved or unlicensed runways.

VI PAYMENT

- 1) I understand that there is a rental charge for the use of the aircraft which is posted for public view within Take Flight Aviation Limited premises based upon its intended use and that this charge is based upon a hourly rate or twenty-four hour period rate effective from the start of use. This charge is outlined in paragraphs a and b below
 - a) For periods not to exceed twenty-four hours I understand that the rental charges are calculated based upon the time the aircraft is operated on the ground and flown by the Hobbs meter in the aircraft and said charges are subject to final audit by the accounting department. If during the audit a discrepancy is found I will be responsible for additional charges which should have been originally invoiced to me. Or in the event of a credit the credit will be placed in my account and applied towards future charges.

- b) For periods exceeding twenty-four hours, the renter will pay the rate based upon the Hobbs meter or the established daily rate, when applicable and as posted whichever is greater.
- 2) I agree to pay Take Flight Aviation Limited upon demand:
- a) All hourly rates, charges, taxes, airport fees, and all other amounts incurred as a result of this rental transaction.
 - b) The cost of rectification of damage to the aircraft, 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, while renting under this Agreement
 - c) I understand that if the loss or damage to the aircraft is not covered by insurance, I will be solely responsible for the reimbursement of the damages listed above to Take Flight.
 - d) I understand that I will pay the insurance excess in the event of any accident, which will be reclaimable in the event that the insurance company or Take Flight or the registered owners of the aircraft do not require the sum.
 - e) Payment Guarantee. If with your authorization I direct you to bill charges to someone else who fails to make payment promptly when due, I will pay you promptly upon demand.

VII REFUELING CHARGES

- 1) I understand that the hourly rates for the aircraft include fuel. However, I further understand that should I need to purchase fuel from anyone other than Flitfleet Ltd (Wellesbourne) I will be reimbursed for the fuel up to an amount per litre which, at the time of purchase/rental, is posted in the Flying Services office of Flitfleet Ltd. The calculation for reimbursement of fuel shall be based upon fuel receipts that I present when I return the aircraft and my claim for reimbursement with copy receipts should be attached to my payment.

VIII INSURANCE

- 1) *Liability insurance.* I understand that the aircraft owners provide some liability insurance, which covers rental pilots up to certain limits details as detailed in the insurance policy.
- 2) *Hull insurance.* I understand that I am responsible for any and all damage or loss to Take Flight aircraft. 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.
- 3) *Contents insurance.* There is no content insurance. I am responsible for loss or damage to any contents in the aircraft regardless of fault.
- 4) *Accidents and Claims reporting.* I will immediately report any accident to Take Flight, and if necessary to the local police, Civil Aviation Authority and National Transportation Safety Board, 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 Aviation Limited and its insurer or the insurer of the aircraft operator, if any, to investigating and defending any claim or lawsuit.
- 5) *Personal property.* I understand that Take Flight Aviation Limited is not responsible for the loss or damage of my property or that of others left at any time in the rented aircraft or on your premises, even if it is in your possession, regardless of who was at fault. I will be responsible to you for all claims made by others for such loss or damage.
- 6) *Fines and penalties.* I will pay all fines, penalties, costs imposed for violation of any law with respect to the aircraft rented under this agreement including the legal expenses in connection with handling such matters. I will promptly report any such violations.
- 7) *Medical insurance.* I understand that Take Flight Aviation Limited is not responsible for any

medical expense I may incur as the result of any flight operation or accident

8) *Insurance documents.* I understand that the Insurance documents may be viewed at the office of Take Flight Aviation Limited and the validity of such should be checked before each hire.

IX. GENERAL PROVISIONS AND CONDITIONS OF MEMBERSHIP

- 1) I understand that I am responsible for any 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.
- 2) I understand that Emergency repairs shall be defined, as repairs due to regulations, mechanical failure or damage and should be made to the aircraft prior to flight. Should the aircraft require emergency repairs, I understand that the renter 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, the renter may authorize the repair by a licensed aircraft engineer and shall be reimbursed by Take Flight. I understand that under no circumstance should the aircraft be flown knowing that repairs are required.
- 3) I agree that I will be responsible for unauthorised repairs. I understand that you WILL NOT reimburse me for authorised repairs or fuel, if applicable, without receipts.
- 4) I understand that it is the pilot in command's responsibility to comply with all applicable seat belt and child restraint laws.
- 5) I understand that 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.
- 6) I understand that you do not waive any of the rights under this agreement except in writing signed by a director of the company.
- 7) I understand that the minimum period of Take Flight membership is twelve months
- 8) I understand that my membership is solely at the invitation of Take Flight Aviation Limited and as such can be terminated without notice or reason or for any breach of conditions.
- 9) I understand that the validity of my current membership is constituted by my membership subscriptions at the current advertised rate being up to date and the aircraft booking being made via Take Flights on-line booking system using the password provided to me by Take Flight.
- 10) I accept that my telephone number and email address may be passed to other club members and other details as required by the Police, CAA or other similar authority
- 11) This Agreement shall be interpreted in accordance with the laws of United Kingdom.
- 12) I understand that subject to the operation of the aircraft under the terms of the insurance policy my liability is limited to the policy excess applicable at that time [currently seven hundred and fifty pounds (£750.00)] under the terms of this agreement.

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

Renter-Pilot & Member signature

Print Name

Date

Witness signature

Print Name

Date