

AIRCRAFT HIRE AGREEMENT

Made between:

GRAHAM AIRCRAFT HIRE LIMITED (“the Owner”), whose registered office is 20 Cranley Road, Hersham, Walton-on-Thames, Surrey KT12 5BP

and

[CUSTOMER NAME] (“the Customer”), whose address is [insert]

And together referred to as “the Parties”

WHEREAS

- (1) the Owner is the registered owner of the Pilatus PC12-47E aircraft with manufacturer’s serial number 1257 and registration mark G-KARE (“the Aircraft”)
- (2) the Customer wishes to hire the Aircraft from the Owner for [its] own private or business use and has provided the Owner with its proposed flying itinerary for the proposed Hire Period

IT IS HEREBY AGREED as follows:

1. The Owner agrees to make the Aircraft available to the Customer for hire and the Customer agrees to take the Aircraft on hire from the Owner, in each case on the terms set out herein.
2. The Customer shall hire the Aircraft from the Owner from [insert] hours on [insert date] until [insert] hours on [insert date] (“the Hire Period”). For these purposes (and unless otherwise agreed in writing):
 - (1) The Aircraft will be made available to the Customer at [Bournemouth] airport at the commencement of the Hire Period, fuelled appropriately.
 - (2) The Customer shall return the Aircraft to the Owner at [Bournemouth] airport by no later than the end of the Hire Period, with its fuel tanks filled to the same level and with the Aircraft in the same condition as it was when made available to the Customer.
3. At all times during the Hire Period the Customer shall have exclusive possession of the Aircraft and may determine where and when it flies (subject to the qualifications contained in paragraphs 8 and 16 below).
4. The Owner warrants that as at the commencement of the Hire Period the Aircraft holds a valid UK certificate of airworthiness and is maintained in an airworthy condition and to the standard

required for public transport within the meaning of and as provided for by the UK Air Navigation Order as then in force (“the ANO”).

5. The Customer may only use the Aircraft for the purposes of private or business use and agrees, and warrants, that [it] will not at any time carry any passengers or cargo on the Aircraft in exchange for any given or promised valuable consideration.
6. At all times during the Hire Period the Customer shall be the Operator of the Aircraft within the meaning of the ANO, namely the person during that period with management of the Aircraft. As Operator, it shall be the responsibility of the Customer:
 - (1) To ensure that the Aircraft is inspected as necessary and continues to be maintained in an airworthy condition throughout the Hire Period, and that its log books are kept fully up to date in that period.
 - (2) To ensure that the Aircraft is only piloted by competent, qualified and suitably experienced flight crew in respect of any flights undertaken during the Hire Period, and to engage such flight crew as are necessary for this purpose.
7. All flight crew used by the Customer to pilot the Aircraft during the Hire Period must:
 - (1) At the minimum (a) hold a valid and useable UK Commercial Pilot Licence and Instrument Rating; and (b) have a total of at least 1500 flying hours total time, including a minimum of 250 hours on turbine aircraft and 150 hours on PC12 aircraft.
 - (2) Be approved by the Owner before they are permitted to pilot the Aircraft.
8. The commander of the Aircraft during the Hire Period (as selected by the Customer) shall be responsible for the safe performance of any flights undertaken during that period, and shall have absolute discretion in all matters concerning the preparation of the Aircraft for flight, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown and any deviation therefrom, the time and place where landings should be made and all other matters relating to the operation of the Aircraft; and the Customer shall accept all such decisions of the commander as final and binding.
9. The Customer shall be responsible for, and indemnify the Owner against, any and all costs, fees, charges, expenses and taxes incurred in relation to the use of the Aircraft at all times during the Hire Period (of any nature whatsoever and howsoever incurred), and shall be responsible for meeting the cost of all fuel and lubricants required in order for the Aircraft to be flown during the Hire Period.

10. The Customer agrees to indemnify the Owner against any and all loss of or damage to the Aircraft occurring during the Hire Period and for the costs of it being refuelled to the same level as at the start of the Hire Period.
11. The Customer shall comply and shall procure that all flight crew used and any passengers carried on the Aircraft during the Hire Period shall comply with all applicable customs, police, public health, immigration and lawful regulation of any State to, from or over with the Aircraft is to be flown during the Hire Period.
12. The Owner warrants that it holds aircraft hull, hull war and legal liability to third parties, passengers/passenger baggage and personal articles insurance cover in respect of the Aircraft, the insurance period for which includes the Hire Period.
13. The Owner undertakes to seek the agreement of the insurers of the aforesaid cover for the Customer to be made an additional insured in respect of that insurance cover (for [its] own rights and interests) for the duration of the Hire Period, and to communicate to the Customer any agreement given.
14. It is a condition precedent to the Owner making the Aircraft available to the Customer that the insurers of the aforesaid policy have first agreed to the Customer being added to the aforesaid insurance as an additional insured.
15. It is a further condition of this Agreement (made in order to comply with the aforesaid insurance policy) that both of the requirements set out in paragraph 7 above must be met in respect of all flight crew engaged and/or to be used by the Customer to pilot the Aircraft during the Hire Period.
16. The Customer further agrees, and warrants, that [it] will ensure that:
 - (1) The Aircraft will not be flown outside the geographical limits contained in the aforesaid insurance policy at any time during the Hire Period (details of which are available from the Owner on request).
 - (2) The Aircraft will not be used for any illegal purpose during the Hire Period.

- (3) That at all times during the Hire Period all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft will be complied with.
17. In consideration for [its] right to use the Aircraft for the Hire Period, the Customer agrees to pay to the Owner £..... and in the event that the Customer flies the Aircraft outside the proposed flying itinerary that [it] has provided also £[insert] for all additional flying per flying hour of the Aircraft (and the pro rata amount for any period of less than one flying hour), calculated on the basis as is or should be recorded in all applicable log books.
18. For the avoidance of doubt, the Customer is not permitted to use the Aircraft following the expiry of the Hire Period save with the express written agreement of the Owner and on the terms of any such further agreement.
19. Before the commencement of the Hire Period, the Customer shall pay to the Owner in cleared funds a deposit of [insert] in respect of [its] anticipated use of the Aircraft during the Hire Period (including for the avoidance of doubt all anticipated items referred to in paragraph 9 above).
20. The Customer shall pay to the Owner all sums due to it pursuant to this Agreement (by way of payment or indemnity) by no later than 28 days after the presentation of an invoice for the same by the Owner. Such payment shall be made as directed in the invoice.
21. This Agreement and any dispute of any nature whatsoever in anyway arising out of or related to it shall be governed by the laws of England and Wales.
22. It agreed that the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute of any nature whatsoever concerning or in any way arising out of or related to this Agreement, and both Parties hereby irrevocably and unconditionally agree to submit to the jurisdiction of the courts of England and Wales for these purposes.
23. This Agreement constitutes the entire agreement between the Owner and the Customer in relation to the hire of the Aircraft to the Customer by the Owner, and overrides all previous proposals, agreements and written and oral communications relating to the subject matter of this Agreement.

24. The Parties agree that the terms of this Agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
25. Each party acknowledges that in entering into this Agreement they have not relied on any express or implied representation or other assurance or commitment of a nature whatsoever (except those set out herein) made by or on behalf of the other party before this Agreement was entered into.
26. Except as required by statute, no terms are to be implied into this Agreement (whether by custom, usage or otherwise).
27. This Agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement.
28. This Agreement may only be amended by an agreement made in writing and signed by both Parties.

This Agreement is made on [insert date]

For and on behalf of GRAHAM AIRCRAFT HIRE LIMITED (“the Owner”)

Signed:

Name: Mr William Ernest Graham

Position: Director

Date:

For and on behalf of [CUSTOMER NAME] (“the Customer”)

Signed:

Name:

Position:

Date: