



## **Terms & Conditions of Hire**

### **1. Pilot Currency and Documentation**

The Flying Order Book (FOB) details the requirements which must be met prior to flying, and flying in, a Club Aircraft, including:

- i). The FOB must be signed by all pilots, students and instructors prior to flying as PIC/solo;
- ii). Club Aircraft may only be flown by current members of Phoenix Aviation;
- iii). The hirer is responsible for ensuring that all appropriate licences, ratings, medicals are valid, and currency requirements are met before commencing a flight;
- iv). Prior to flying solo, Phoenix Aviation will require pilots to undergo a 'check flight' with an instructor or other designated person if no flight has been made within the previous calendar month;
- v). Phoenix Aviation reserves the right to require a 'check flight' with an instructor or other designated person at any time prior to flying solo, notwithstanding that a flight has been made within a calendar month;
- vi). The hirer must ensure that all legal documents are correct and the appropriate weight and balance calculations have been performed before the flight, and that the technical log is completed at the end of the flight.

### **2. Bookings, Hire Period and Cancellations**

- a). Bookings are made on-line using the reservation system available at the Phoenix Web site – [www.phoenixaviation.net](http://www.phoenixaviation.net) . Alternatively, if the details of the required booking are telephoned or emailed to Phoenix Aviation, a proxy reservation will be made.
- b). Cancellations by the hirer should be brought to the attention of Phoenix Aviation at the earliest opportunity, and the booking cancelled (stating the reason) on the reservation system.
- c). Should Phoenix Aviation need to cancel a booking, then all hirers affected will be contacted at the earliest possible opportunity. Phoenix Aviation will not be liable for any expenses or losses incurred by any person as a result of such action.

- d). Club Aircraft must be returned promptly at the end of a hire period. Should circumstances such as weather or aircraft serviceability prevent this, then Phoenix Aviation should be contacted as soon as this becomes apparent.
- e). Where a cancellation is made for non-weather related reasons and a replacement hire not made, Phoenix Aviation reserves the right to charge a 'cancellation fee'.

### **3. Incidents and Aircraft Serviceability**

- a). Should a Club Aircraft be involved in an incident (whether involving injury, damage, ATC, airmiss etc.), the hirer must bring this to the attention of Phoenix Aviation at the earliest opportunity. Where damage, or suspected damage, may have occurred, the aircraft may not be flown until cleared by Phoenix Aviation.
- b). Any defect or suspected defect which involves the serviceability of the aircraft or any part thereof must be brought to the attention of Phoenix Aviation at the earliest opportunity. In such circumstances, the aircraft may not be flown until cleared by Phoenix Aviation.
- c). Phoenix Aviation should be contacted regarding the appropriate entry to be made in the aircraft's defect log.
- d). Where an aircraft becomes unserviceable away from its base, Phoenix Aviation will not be liable for the cost of transporting the pilot and passengers back to base, or any ancillary expenses, but will make every effort to assist.

### **4. Fuel and Oil**

- a). Club Aircraft are hired 'wet', and will normally be refuelled to 1" over 'tabs' (about 75 litres a side) overnight. Should a different fuel loading be required, e.g. for weight and balance reasons, notification should be made to Phoenix Aviation at the earliest possible opportunity. It may not always be possible to fulfill such a request, in which case the hirer will be informed as soon as this becomes apparent.
- b). It is the responsibility of the hirer to ensure that sufficient fuel is carried for the flight in question, including appropriate reserves for diversion, holding etc. For the convenience of a subsequent hirer, if at all possible, fuel levels on return to base should not exceed 'tabs'.
- c). Should additional fuel be required at Lee-on-Solent, Paul Coppin of DAFS should be contacted on 07990 511200.
- d). Club Aircraft must be refueled with 100LL. On no account should Mogas be used.

- e). The cost of fuel purchased away from the aircraft base will be refunded by crediting the hirer with the amount paid, up to the current unit price of fuel at that base. A fuel receipt must be provided.
- f). Oil (AeroShell W80) level should be maintained between 6 and 8 quarts. It is not necessary to top up the oil unless it is envisaged that the level will drop below 6 quarts during the hire.
- g). It should not be necessary to purchase additional oil when away from base as one litre of oil is kept in the aircraft luggage compartment for 'emergency' use. However, should this occur, the cost will be refunded by crediting the hirer with the amount paid. A receipt must be provided.

## **5. Security**

- a). The hirer is responsible for the aircraft during the booking period and is liable for any losses from the aircraft and any damage whatsoever caused to the aircraft.
- b). When carried, the aircraft cover should be fitted when left unhangared overnight, or in adverse weather condition.

## **6. Billing and Payment**

- a). Standing Order payments for membership will be taken on a monthly basis.
- b). Hire and training charges are based on Tacho readings from engine start to engine shut-down.
- c). Email invoices will be sent after a hire, and payment should be made by Bank Transfer, Cheque or Cash, or if a credit card payment is preferred via Google Checkout.
- d). Phoenix Aviation reserves the right to suspend membership and/or charge an admin fee should either monthly membership fees or hire charges fall into arrears.
- e). Any expenses, such as landing fees, parking etc., incurred during a hire will be the responsibility of the hiree.
- f). Any landing, circuit or approach fees which are billed to a Phoenix Aviation account at Bembridge, Goodwood, Bournemouth or other aerodrome must be brought to the attention of the CFI for inclusion in the next invoice.
- g). Any purchase of an item from the Pooleys cabinet, must be brought to the attention of the CFI for inclusion in the next invoice.

## 7. Ancillary Equipment and Additional Fees

- a). Where ancillary equipment (liferaft, lifejacket, PLB etc.) is hired, it must be returned at the end of hire in an undamaged and serviceable condition.
- b). Where in the opinion of Phoenix Aviation there has been a failure on the part of the hiree to return the equipment in such a condition, they reserve the right to impose charges to repair any damage, or replace the equipment (or any part thereof), at their discretion.
- c). Charges for the hire/purchase of ancillary equipment, account landing /approach fees and initial Membership fees etc., and refunds for fuel/oil will be included on the hire invoice.

## 8. NATS Aware/GPS in Club Aircraft

- a). The NATS Aware and other GPS equipment is carried in Club Aircraft as an **aid** to pilot navigation and must not be used as the **sole** or **primary** means of navigation.
- b). The NATS Aware database will normally be updated on a monthly basis. The base maps will be updated as considered necessary.
- c). Other GPS equipment carried will be updated as considered necessary.
- d). It is the responsibility of the pilot to check the 'last update' date of the above equipment.

## 9. Applicability of these Terms & Conditions and the FOB

In the event that there is any conflict between these Terms & Conditions (T&Cs) and the Flying Order Book (FOB), then these T&Cs are subordinate, except when these T&Cs are more limiting in which case they shall apply.