

Agent Booking Terms & Conditions

1. Definitions for the purposes of these Terms and Conditions

"Agent" means CAVOK AVIATION LIMITED, a company, operating as agents for the Hiree, incorporated under the companies acts (registered number 11512190) and having its registered office at c/o 68 Uppermore, Pudsey, Leeds, LS28 7EX.

"Booking" means a formal submitted request for aircraft hire, accepted by "the Agent", and where "the Hiree" has paid a deposit.

"Hire Agreement" means the contract for the hire of the Aircraft for the Hire Period and which is formed of these T&Cs, Aircraft Hire Agreement and payment of a deposit.

"Hire Period" means the length of time the Hirer may use the aircraft, as detailed in the booking made by the Hirer and accepted by the Agent.

"Hiree" means the person entering into the hire contract as identified on the booking form.

"Hirer" means FFA, the registered owner of the Aircraft as held by the Civil Aviation Authority.

"Aircraft" means the relevant aircraft which is the subject of the Hire Contract.

1.1 By making a booking through the Agent, the hiree agrees to the following terms and conditions.

2. The Hire

2.1 By making a booking, the Hirer and the Hiree agree that they have entered into a contract and that the Hire Contract gives the Hiree the right to operate the Aircraft for the Hire Period, and the number of hours as stated in the Booking, measured by Hobbs meter in the Aircraft. Any additional hours or part thereof flown over the booked amount will be charged at the Aircraft's standard hire rate on a pro-rata basis.

2.2 The Hire Period is identified on the booking form, as accepted by the Agent. The Aircraft will be made available to the Hiree at the agreed airfield, as identified on the booking form.

2.3 The Hiree agrees that, by no later than the end of the Hire Period (for which purpose time is of the essence), [it] will return the Aircraft to the Owner at the Aircraft home base (or such other place agreed in writing between the Parties), in the same condition and with the same level of fuel as when it was made available to the Hiree at the start of the Hire Period. Where the aircraft is positioned on behalf of the Hiree, the Hiree agrees to pay a positioning fee as outlined by the Agent.

2.4 If the Hiree does not return the Aircraft to the Agent/the Hirer on the final day of the Hire Period, and the Agent/the Hirer has to recover the Aircraft, all associated costs and charges will be billed to the Hiree.

2.5 The Aircraft will, where possible, be provided with fuel to the level of 'tabs' or equivalent. Fuel available upon delivery will be detailed on the aircraft logbook. At the end of the Hire Period, the Hiree must ensure that the aircraft is returned with a similar quantity of fuel to that listed in the aircraft logbook. Where this is not the case, the Agent has the right to invoice the Hiree for the value of fuel required to meet the quantity which was provided upon delivery. In this scenario, the Hiree will be charged the fuel rate at Bagby Airfield on the day the additional charges are drawn up in GBP, plus 20%. At the end of the Hire Period, the value of any fuel quantity greater than that of what was originally listed on the Aircraft logbook will not be refunded.

2.6 The Agent/the Hirer will endeavour to ensure the Hiree has access to the aircraft from the beginning of the Hire Period. However, due to operational/meteorologic reasons, the Aircraft may not be available at the beginning of the

Hire Period. In such cases, this will be communicated to the Hiree as soon as practical, and a suitable alternative arrangement will be made between the Agent and the Hiree.

2.7 The Hiree will be responsible for and indemnify the Agent and the Hirer 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 (including, for the avoidance of doubt, all fuel and lubricants required for it to be flown).

2.8 Any additional time logged by the Aircraft not declared on the booking form or agreed in writing with the Agent will be charged at the standard hire rate for the appropriate aircraft on a pro-rata basis.

2.9 Optional extra items must be returned with the Aircraft at the end of the Hire Period. Any damage or loss to optional extra items will be charged to the Hiree at the market value for their replacement. This includes where the item has been used and is no longer serviceable.

3. Bookings

3.1 The booking is taken on a provisional basis until the deposit has been paid in full, only after which does the booking become confirmed. The non-refundable deposit is 10% of the total package price or as otherwise stated. Until the booking is confirmed, it can be cancelled by the Hirer or the Agent at any time.

3.2 The balance of the Hire Contract, along with any additional optional extras, must be paid 4 weeks prior to the commencement of the Hire Period, and prior to the aircraft being flown by the Hiree.

3.3 Bookings made less than 4-weeks prior to the commencement of the Hire Period must be paid in full at the time of booking.

3.4 Failure to pay the deposit or balance of the booking fee in full by the due dates will constitute cancellation of the booking by the Hiree.

3.5 The Agent has the right to charge the Hiree a non-refundable booking fee, collected with the total balance payment and as outlined on the invoice.

3.6 The balance of the booking can be paid by credit/debit card or bank transfer only. No cash or cheques are accepted.

4. Cancellations

4.1 Any intention to cancel by the Hiree must be sent in writing to the Agent immediately.

4.2 In the event of a cancellation by the Hiree, the booking deposit will not be refunded. Any additional payments made will be refunded within 14 days of the cancellation request being received by the Agent. If the Hire Period is less than 4 weeks away from the initial hire date or has already commenced, the balance becomes non-refundable but is transferable subject to aircraft availability for a period of 12 months. If the hours flown differs from the agreed package rate, the standard hourly rate will be applied to those hours.

4.3 The Agent/the Hirer will endeavour to ensure that the preferred aircraft is available for the dates booked. In the unlikely event the preferred aircraft becomes unavailable, the Agent will endeavour to find the Hiree a suitable alternative aircraft. If a suitable alternative aircraft cannot be found, the Hiree shall be entitled to a full refund less the booking fee. The Agent/the Hirer shall only be liable to return monies received. No compensation or consequential losses shall be paid.

5. Aircraft Condition

5.1 The Hiree agrees that the Aircraft is to be made available to the Hirer for routine maintenance during the Hire Period. This includes but is not limited to a 50-hour check. The Agent will notify the Hiree within a reasonable time frame that the Aircraft requires maintenance and the airfield in which the Hiree needs to make the Aircraft available.

5.2 The Hiree agrees to report any technical defect or fault immediately to the Agent. The Agent, depending on the severity of the reported fault, will make all reasonable provisions to rectify the problem or, where necessary, make a suitable alternative aircraft available, subject to availability. The hiree accepts that some technical defects, where the defect does not compromise the safety of the aircraft, may be deferred to the next scheduled maintenance inspection. Where necessary, the Hire Period may be extended, subject to availability. No compensation or consequential losses shall be paid. Where a technical defect is reported but is diagnosed as pilot error, and a cost is incurred in mobilising engineer(s) to attend to the aircraft, the Agent reserves the right to recover incurred costs on behalf of the Hirer.

6. Insurance Cover

6.1 The Aircraft Insurance Cover stipulates that the Aircraft may only be flown by a named individual pilot who holds a valid and appropriate Pilots Licence with a minimum of **55 hours total time** (Fixed Wing).

6.2 It is agreed by the Hiree that they will be responsible for the payment of any repair of any damage or loss occurred to the aircraft during the Hire Period. The Customer will be charged for the total repair/loss bill or the £1,000 insurance excess, whichever is less.

7. Liability

6.1 The Agent will not be held responsible for any temporary or unexpected condition of the Aircraft, as a result of any factors out of their control.

6.2 No responsibility is accepted by the Agent/the Hirer for any accident, injury, fatality or mishap to persons while operating or piloting the Aircraft, or whilst engaged in any activity therefrom.

8. Complaints

8.1 All complaints must first be referred to the Agent during the Hire Period to allow remedial action to be taken. It is essential that you contact the Agent immediately if any problem arises so that the Agent has the opportunity to resolve the matter as soon as is reasonably practicable. In no circumstances can a complaint be raised after the Hire Period has ended, and should the Hiree fail to advise the Agent during the Hire Period this will deny the Agent the opportunity to investigate the complaint and remedy matters during their booking. Where additional items and/or services are provided by a third party, the Agent/the Hirer offers no warranty as to the suitability or standard of such services and accepts no liability in respect of such services.

8.2 The Agent endeavours to respond to any complaint within a reasonable timescale and will request a response from the Hirer of the aircraft. If a refund of the booking costs is offered by the Hirer as a result of any complaint, the complainant must reply to the offer within seven days to conclude the matter in a timely manner. Acceptance of any offer shall constitute a full and final settlement of the matter.