

Terms and Conditions

General

1. Introduction

1.1. These are the general terms and conditions ("Terms") upon which Flight Standards Pty Ltd ("Flight Standards") provides its pilot training courses, aircraft hire and other relevant aeronautical services.

1.2. Flight Standards is a registered company in Australia with Australian Business Number ("ABN") 74 607 105 180 and Australian Company Number ("ACN") 607 105 180. The registered office of Flight Standards is 7/90 Ross Smith Ave, Fannie Bay NT 0820.

1.3. You acknowledge and agree that these Terms are legally binding upon you once we confirm your booking in writing.

1.4. These Terms shall prevail over any other documents pertaining to provision of our service in the event of any inconsistency or conflict that may arise.

2. Definitions

Aircraft means one of the aircraft owned or leased to us on a Course or made available by us for Self-Fly Hire.

CASA means the Civil Aviation Safety Authority.

CASR means the Civil Aviation Regulations 1998.

Company means Flight Standards Pty Ltd

Course means any pilot training or related course offered, whether ongoing, casual or one-off, and provided by Flight Standards.

Hirer means a person making a Self-Fly Hire booking whether a Student or not.

Operational Manual means operational manual used in accordance with the relevant Aircraft.

Pilot in Command means the person aboard the Aircraft who is responsible for its operation and safety during the flight.

Pilot's Operating Handbook means a document containing the information required to operate the relevant Aircraft.

Student means any person accepted by us on a Course.

3. In These Terms

3.1. Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

3.2. Any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

3.3. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

3.4. Headings are included for ease of reference and shall not affect the interpretation or construction of these terms and conditions.

4. General Course Terms

4.1. The provision of clauses 4 and 5 of the Terms shall apply to Students on any and all Courses and Self-Fly Hires.

4.2. Students will only be allowed to fly as Pilot in Command if:

4.2.1. They hold a current appropriate type rating to fly the Aircraft in question; and either

4.2.2. They have flown the same type of aircraft within 28 days prior to the flight; or

4.2.3. They have successfully completed a check flight with a Company instructor; or

4.2.4. They have been authorised in writing for the flight by a Company instructor.

4.3. Students must have read the Operations Manual for the Aircraft in question and the relevant Pilot's Operating Handbook before the flight and must at all time comply with the requirements of the Operational Manual and Pilot's Operating Handbook.

4.4. In order to be eligible to undertake a Course you must meet all minimum entry requirements for the relevant Course, including those specified by the CASA. On applying for admission to undertake a Course, you warrant and represent to us that you satisfy all the specified Course requirements and can provide appropriate evidence of this on request from us.

4.5. If at a time any document you supply to us is in connection with your admission onto a Course or otherwise (including passports, visas, medical certificates, existing licenses or ratings) is found to be or, in the reasonable opinion of Flight Standards, is thought to be false or forged, Flight Standards may:

4.5.1. Immediately suspend or expel you from the relevant Course without any refund in respect of the fees you have paid; and

4.5.2. Inform the CASA any other relevant authorities (including any law enforcement agencies) about the forged or false document.

4.6. You warrant that you are not prohibited from undertaking a course pursuant to any order, direction of a Court within or outside Australia or other authority, medical condition or visa granted by the Department of Immigration and Border Protection (or its predecessor).

4.7. If you are undertaking a Course by virtue of an appropriate visa, the visa must be produced to Flight Standards prior to commencement of that Course and on any subsequent renewal of that visa during the period of the Course. Should you fail to be complete the Course for any reason whatsoever, you shall have responsibility for informing the relevant authorities; however, you acknowledge and agree that Flight Standards may advise the issuer of the visa that you have ceased to be admitted on a Course.

4.8. You acknowledge and agree that we will retain the details of all Students and shall be at liberty to disclose any and all such information to the Police, immigration and other relevant authorities including CASA.

4.9. Where successful completion of a Course requires you to undertake a regulatory body examination, your entry to the examination will be at the discretion of Flight Standards. Our decision will be based on how we perceive your level of understanding (as demonstrated by your completion of and the results you obtain in our assessments) and ability in accordance with the regulations laid down by CASA.

5. Behaviour

5.1. You shall conduct yourself in a professional and polite manner at all times whilst at any Company facility or any location used in conjunction with a Course or Self-Fly Hire. This also includes any accommodation that may be provided during training with Flight Standards.

5.2. Smoking is not permitted anywhere within the premises used in conjunction with any Course or Self-Fly Hire.

5.3. Consumption of alcohol and illegal drugs is strictly forbidden prior to or during any Course or Self-Fly Hire and must not be consumed within 8 hours of any flight, simulator or ground training.

5.4. Any use of drugs (other than those prescribed by a Medical Doctor and which we have been informed of in writing that the Student is taking) or alcohol by a Student will be in breach of these Terms and can result in immediate dismissal and removal from the Course (without refund of Course fee);

5.5. Flight Standards will refuse to allow a student to fly if, in our reasonable opinion, the Student is unfit to fly whether as a result of the consumption of alcohol and/or drugs, illness and/or any other reason.

5.6. You consent to Flight Standards performing ad-hoc drug and alcohol testing (by taking specimen samples of breath, blood and/or urine) as and when we deem it appropriate. Where any sample is required from a Student, an appropriately qualified medical professional will be used to take that sample.

5.7. Flight Standards equipment cannot be used without our prior approval. Any faults with equipment should be reported immediately to Flight Standards management.

6. Self-Fly Hire

6.1. In respect of all hiring the Hirer agrees to observe all applicable civil and aviation legislative regulations and other statutory requirements. This agreement does not detract from the provision of such regulations or other statutory requirements, but it does provide additional obligations. Such obligations in excess of the statutory requirements are to be met. If the statutory requirements and obligations imposed by this agreement are not observed and insurance cover is lost as a result, it is agreed that the Flight Standards shall recover the amount of any such loss from the Hirer.

6.2. The aircraft will be made ready and available by Flight Standards at the hiring commencement time specified in the booking and the Hirer must return the aircraft on or by the due time/date for return of the aircraft as specified in the booking. The aircraft must be returned to its correct parking area, tied down, chocked and secured in accordance with instructions provided by Flight Standards. The controls must be secured and security devices fitted, including the locking of doors. The keys, flight record, maintenance release and fuel cards as supplied must be returned to the Flight Standards office on completion of the hire. If these are taken in error, the Pilot In Command is responsible for their return at his/her own expense.

6.3. The Hirer is responsible for ensuring that their qualifications are current and appropriate for the type of aircraft they have selected to hire. Flight Standards shall have no liability in connection with any failure of a Hirer to have the appropriate rating and accordingly the Hirer will indemnify Flight Standards in full against any financial penalties, fines, costs, expenses and losses incurred by Flight Standards in connection with the Hirer not having the appropriate qualification/s.

6.4. The aircraft shall not be operated any time during the hire period or while the aircraft remain in the possession and control of the Hirer by any pilot(s) other than those named on the Flight Standards Authorisation Sheet or otherwise approved by Flight Standards in writing. The Hirer warrants that he or she and such pilots as are named on the authorisation are appropriately licensed and comply with CASR Part 61 competency requirements. Such pilots also hold a valid medical certificate allowing the exercising of license privileges and meet recency requirements as appropriate to the type of aircraft hired, the type of flight and the type of operation undertaken – regardless of whether that be private or commercial operations for charter or aerial work purposes. Aircraft controls are to be manipulated only by pilots named on the authorisation or otherwise approved by Flight Standards in writing. Authorised pilots must operate from the command pilot seat.

6.5. Flight Standards has the right to insist on the Hirer taking a flight with a Company instructor before permitting the Hirer to take act as Pilot in Command. In addition to the standard flight costs, the Hirer will be charged for the instructor's time in accordance with our published rates.

6.6. Flight Standards may require a deposit to be paid prior to booking an aircraft. The required deposit may be up to and including the estimated total hire cost. If the Hirer refuses to pay a deposit then the booking will not be made.

6.7. Flight Standards is not liable for any loss suffered by a pilot or passengers as a result of unscheduled maintenance, repairs or delay of any nature. The Hirer undertakes not to perform or have performed any maintenance unless such maintenance is expressly permitted by Flight Standards. It is the responsibility of the Hirer to report to Flight Standards any defect and/or damage to the aircraft as soon as practical after the defect and/or damage is detected.

6.8. The Hirer acknowledges and agrees that booking times may be varied by Flight Standards due to operational reasons and/or events or circumstances outside our control including weather conditions, air traffic control, regulatory requirements and urgent aircraft maintenance. Flight Standards has no responsibility or liability to the Hirer in connection with the postponement or cancellation of a booking.

6.9. A cancellation fee will apply if the booking is cancelled by the Hirer with less than 48 hours' notice. However, a cancellation fee will not be charged if the Hirer notifies us that he cannot take a booking that has been rearranged by us within 24 hours of us notifying the Hirer of the change in the booking date and/or time. A cancellation by the Hirer, in person or by telephone, must be confirmed by e-mail to Flight Standards.

6.10. In respect of any hiring, Flight Standards reserves the right to cancel the agreement at any time prior to the commencement of the hire period specified on the booking. Flight Standards is not be liable to the Hirer for any loss or damages whatsoever in the event of such cancellation.

6.11. The Hirer must ensure that:

6.11.1. All the legal documents relating to the Aircraft, the flight and/or the Hirer are correct and, if necessary, on board the Aircraft prior to departure;

6.11.2. The appropriate take-off, landing and performance calculations have been completed before the flight; and

6.11.3. The technical log is completed at the end of the flight.

6.12. The Hirer must provide written details of planned route and itinerary with Flight Standards, if Flight Standards requests, a description in writing of the geographical area of planned operation with all such details as Flight Standards shall require. These include all means of contact with the Hirer for use by Flight Standards during the period of hire. The Hirer's use of the aircraft will be confined to the route and/or geographical location specified. Any such variation of the route and/or geographical location specified must be qualified with the written consent of Flight Standards.

6.13. The Hirer must not land at any landing areas other than those expressly approved by Flight Standards except in emergency situations or in the taking of measures to ensure safety of the aircraft and/or its occupants. Notwithstanding, the Hirer may land at serviceable licensed aerodromes at own discretion. The Hirer must at all times ensure that the aircraft is operated conformal to the performance considerations stipulated in the approved Flight Manual for the aircraft, factored as specified by CASA.

6.14. The Hirer shall at all times ensure that the aircraft is operated in accordance with the approved Flight Manual for the aircraft and the Company Operations Manual. Flight Standards is not bound by, and accepts no responsibility for, data or performance figures produced by the manufacturer or any other source.

6.15. The Hirer is responsible for the Aircraft during the booked hire period and is liable for any losses from the Aircraft, if left unlocked or otherwise, and any damage whatsoever caused to the Aircraft. The Hirer is responsible for locking the Aircraft and ensuring it is tied down, if necessary, at the end of the hire period. Flight Standards has the right to claim from the Hirer for any damages incurred during the hire period, including loss of revenue if the Aircraft is rendered unavailable for further hire.

6.16. The Hirer must contact Flight Standards if, and as soon as it is apparent, that the Hirer will be unable to return the aircraft by the due time as specified on the booking. The Hirer will not be liable for late return of the aircraft where such late return is a direct result of a reasonable operational decision by the pilot – this includes delays based on weather or other flight safety considerations. In all other events, by way of liquidation damages and not penalty, the Hirer will be liable for the greater of the actual flying time or the daily minimum charge of \$300.00 (plus GST) for each day or part thereof until the aircraft is returned.

6.17. All aerodrome, airport, fuel, navigation fees and any other charges that may come up from time to time as a result of operating an aircraft are the responsibility of the Hirer.

6.18. Flight Standards can request that the Hirer return the aircraft at any time during the hire period. The Hirer will return and land the aircraft promptly upon receipt of a request from Flight Standards. The Hirer will only be charged for the actual time used and any fees paid in advance will be refunded to the Hirer.

6.19. Fuel receipts are to be provided to Flight Standards on completion of the hire. Refund will be made at the lesser of the then current Flight Standards fuel price or purchase price. Refunds will not be made at any later time. The Hirer undertakes not to refuel the aircraft from drums unless Flight Standards has provided written consent.

6.20. The Hirer is responsible to return the aircraft in a clean and tidy state upon completion of the hire period. If the aircraft is returned in a state not consistent with this intent, Flight Standards reserves the right to levy a cleaning fee.

6.21. Should the Hirer abandon the aircraft, for a reason other than defect and/or unserviceability that renders the aircraft inoperable for a reason that was not caused by the Hirer, the Hirer shall be liable for all costs associated with the recovery of the aircraft.

6.22. Flight Standards will charge the relevant insurance excess amount (or cost of repair if less than the insurance excess) if an Aircraft is damaged through that pilot's negligence.

6.23. If the booked Aircraft should become unavailable, for any reason, and a suitable alternative Aircraft is unavailable, then the booking will be cancelled and Flight Standards will accept no responsibility for any additional expenses incurred by the Hirer.

7. Payment of Fees

7.1. The Hirer shall pay the actual flying time at the current rate promulgated by Flight Standards save that if the actual flying time is less than three (3.0) hours per day, the Hirer shall pay the balance of three hours for each day of hire at the rate of \$100 (plus GST) per hour.

7.2. The Hirer is responsible for all aerodrome, airport, fuel, navigation fees and any other charges that may come up from time to time as a result of operating an aircraft.

7.3. The Hirer is responsible for all other fees, including additional flight time and unscheduled landings.

7.4. All monies due by the Hirer are payable within seven days of the date of invoice being issued by Flight Standards.

7.5. Should the fees remain unpaid for more than 14 days from the date of an invoice, Flight Standards reserves the right to pass on the claim to a debt collection agency, legal advisers, and/or commence legal proceedings without further notice to the Hirer.

7.6. Should recovery pursuant to clause 7.4 become necessary, Flight Standards reserves the right to charge interest on outstanding amounts and the costs of recovery of the debt and enforcement action.

8. Liability and Indemnity

8.1. Nothing in these Terms shall limit or exclude either party's liability for:

8.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

8.1.2. fraud or fraudulent misrepresentation; or

8.1.3. any other liability which cannot be excluded or limited by law.

8.2. Extent of Liability:

8.2.1. Flight Standards shall under no circumstances whatsoever be liable to any Student or Hirer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms; and

8.2.2. Flight Standards's total aggregate liability to a Student or Hirer in respect of all other losses arising under or in connection with these Terms, any Course or any flight or service provided by Flight Standards whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of fees paid by the Student or Hirer (as the case may be).

8.3. Notwithstanding anything contained in this agreement, Flight Standards is not liable for any loss, damage or injury caused by, or as a result of, the activities or negligence of either it and/or its servants or agents.

8.4. Flight Standards warrants that insurance covering third party liability is in force with respect to the aircraft. Flight Standards does not warrant that the pilot is insured under any policy of insurance to which Flight Standards is a party, or that cover under that policy will be available to the pilot. The Hirer shall be liable for any cover otherwise payable by Flight Standards. The Hirer and Pilot In Command shall be jointly and severally liable for any damage to the aircraft caused or contributed to by negligence of either the Hirer or Pilot In Command, or person under their charge. Flight Standards reserves the right to recover from the Hirer any excess payable for insurance in these circumstances, together with any other "out of pocket" expenses.

9. Entire Agreement

9.1. These Terms together with our privacy policy, website terms and conditions and general disclaimer and admissions documents constitute the entire agreement between Flight Standards and a Student or Hirer and supersede all previous agreements in relation to the use of our website and/or participation on a Course or hiring an aircraft from us.

10. Dispute Resolution

10.1. If you have any reason to make a complaint about the Courses, then you should firstly discuss the complaint with the relevant instructor. If the complaint cannot be resolved then the matter will be referred to the Head of Operations of Flight Standards from time to time. If you are still unsatisfied with the response then the matter will be referred to the CEO of Flight Standards.

10.2. If you have any reason to make a complaint about the general service you have received, and your complaint cannot be resolved at the time, then full details of the complaint should be sent to the CEO of Flight Standards.

11. Termination

11.1. Without affecting any other right or remedy available to it (including any right to terminate a Student's attendance on a Course which is set out elsewhere in these Terms), Flight Standards reserves the right to terminate the Student's enrolment should the Student violate any of these Terms and that Student will not be entitled to any refund of Course fees or other monies paid to Flight Standards.

11.2. Enrolment may be terminated by Flight Standards, if it at its sole discretion considers the Student's competencies, aptitude or character unsuitable for further training or if the Student:

11.2.1. fails to make themselves available for scheduled training without good reason;

11.2.2. demonstrates unsatisfactory progress due to failure in applying himself/herself;

11.2.3. does not complete study assignments on time;

11.2.4. is late or absent;

11.2.5. displays improper and/or irresponsible behaviour;

11.2.6. is in any way incapacitated or unable to maintain a medical certificate; or

11.2.7. displays any difficulties with communicating in English with Flight Standards staff.

11.3. Where a Student's enrolment is terminated in accordance with this clause 10.2 and the Student's Course fees have been entirely paid for prior to the termination, the Student will be entitled to a refund for any unused flight hours, less 50%.

12. Miscellaneous Provisions

12.1.1. If a court or any other competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Terms shall not be affected.

12.1.2. A waiver of any right under these Terms is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by us in exercising any right or remedy under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

12.1.3. No third party shall have any rights under or in connection with these Terms.

13. Governing Law and Jurisdiction

13.1. These Terms, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Australian law.

13.2. Subject to clause 12, we and you irrevocably agree that any dispute or claim arising out of or in connection with these Terms, their subject matter or formation (including without limitation any non-contractual dispute or claim) will be subject to the exclusive jurisdiction of the Australian courts.

13.3. If you fail to pay Flight Standards on time for any monies due under these Terms and Conditions then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.

13.4. These conditions shall be governed by the laws of the Northern Territory and any proceedings in respect of any claim matter or thing against Flight Standards shall be instituted in the Northern Territory. Flight Standards shall not be bound by any agreement purporting to vary these terms and conditions unless such agreement is in writing and is signed on behalf of the Company by a duly authorised officer.