

**YouFly BV**

Vrouwe Meilendislaan 11  
2553 EX Den Haag  
KvK 27325210  
ABN AMRO 53.04.78.749



## LEASE/HIRE AGREEMENT

### Terms & Conditions for Cirrus SR20 PH-YMC

The purpose of this document is to inform and safeguard YouFly B.V. (hereafter called "the Owner") and Hirers of Cirrus SR20 PH-YMC (hereafter called "The Aircraft") stationed at Rotterdam Airport (hereafter called "Home-base"). A Hirer for the purposes of this agreement is defined as any person or organization that the Owner deems authorized to hire the aircraft from themselves. Hirers must comply with all relevant conditions imposed herein.

### Designator Information

1. The Owner is YouFly B.V., Vrouwe Meilendislaan 11, 2553 EX Den Haag.
2. The Hirer is "Hirer Details"

Any agreed changes and variances to this agreement that may arise at any time will be shared with the Hirer via e-mail.

### Conformance & Legislation

3. Flying operations shall be conducted in accordance with European Aviation Safety Agency (EASA) and the Certificate of Airworthiness together with the terms of the insurance policy, any local regulations or additional regulations advised in writing to the Hirer by the Owner/Owner's Agent.
4. The Hirer also warrants that the aircraft will only be used for the legal purposes declared at the time of hiring, which will be assumed to be pleasure or personal business unless the Owner is advised otherwise in writing (see para. 21).
5. Hirers shall be responsible at all times to be aware of any EASA, international, national or local regulations affecting the safe and legal operation of the aircraft.
6. The Hirer will implicitly warrant & confirm that the pilot & all his passengers will not use or associate the aircraft with any illegal activities. The Hirer must advise the Owner of any hire that is not for personal pleasure or directly connected with the legitimate occupation of the pilot or his passengers & obtain written permission prior to such a flight commencing.
7. The Hirer shall not sell, mortgage, charge, pledge, part with possession or otherwise deal with the aircraft & any of its ancillary equipment and documentation, and shall protect same against distress, execution, seizure & shall indemnify the Owner against all losses, damage, costs, charges & expenses as a direct result of any failure to observe & perform this condition except in the event of Government requisition.



8. Hirers shall not hire the aircraft out to other parties.

### **Maintenance & Costs**

9. The aircraft's maintenance shall be to EASA requirements. The Owner will designate the engineers and will pay for the aircraft's operational maintenance, and hangarage and/or parking at its home base only.
10. The Owner reserves the right to review all hire charges as & when operational costs dictate. The Owner will give written notice of any cost revisions to the Hirer. Charges for the hire of the aircraft shall then be agreed in writing by the Owner/ Hirer in a signed addendum to this agreement.
11. All hires shall be based on logged flying hours, which will be checked at random using airfield logs. Logged flying hours are expected to be Hobbs hours (triggered by engine on/off). Engine Hours, as recorded in the aircraft's journal, will correspond to time between take-off and landing, and usually based on flying hours less 15 minutes for warm-up and taxiing, (although if appropriate can be more).
12. The cost of all hires is due in full with no deductions, as agreed in the financial agreement with the Hirer (addendum to this agreement). Should payment not be cleared within 15 days of invoice issue, the Owner reserves the right to charge interest at 4% above the published Barclay's Bank base rate compounded on each 1/4 day & paid both before & after judgment or arbitration award.
13. Obligations to pay hire charges will be specifically referred to either as exclusive of VAT (Value Added Tax) or inclusive of VAT.

### **Accidents, Damage and Liability**

14. In the event of any damage or injury being sustained to the aircraft or to third parties by the Hirer, or whilst under his or her control, the following shall apply:
  - A. If any damage is caused through violation of this agreement and any addendums attached, or through the Hirer's own carelessness, negligence or pilot error, the Hirer at fault shall be responsible for the uninsured portion of the damage to the aircraft as described on the insurance certificate and/or in the Aircraft Tech Log & any consequential costs. As covered by the current insurance policy, this amount is equal to the first EUR 10.000 of any claim arising.
  - B. In the case of doubt as to the cause of an accident, the Owner & Hirer shall abide by the findings of the CAA and/or the AAIB and/or loss adjusters.
  - C. Any Hirer finding it necessary to purchase parts or to have repair work carried out on the aircraft, not in excess of EUR 200 plus local tax, may do so in their own name. However, every reasonable attempt to contact the Owner should be made in the first instance. On presentation of a properly receipted invoice, the said amount will be refunded.



## **Hirer benefits**

15. On overseas flights Hirers may have the benefit of fuel drawback if any is available.

## **Qualifications & Scope of Use**

16. It is the responsibility of all Hirers to ensure that they are in possession of a valid medical certificate & pilot's license at all times with ratings and currency appropriate to the aircraft and scope of flying being undertaken.
17. All Hirers agree to inform the Owner of the CAA Medical expiry date and Certificate of Competency/Experience expiry date of all appropriate licenses, including Pilot's License, Certificate of Experience, IMC and/or other ratings appropriate to the aircraft operation, & Medical Certificate to the Owner at each renewal.
18. The minimum requirement for all Cirrus SR20 Hirer's shall be a PPL with Cirrus SR20/22 currency with glass Avidyne/Garmin cockpit Any Hirer must have flown a Cirrus SR20/22 type aircraft at least once within the previous twelve weeks unless confirmed permission is received in writing in advance or unless a check flight and approval with a qualified instructor, who is authorized by YouFly B.V., is undertaken. The instructor's approval of such check flight shall be evidenced by a signature indicating approval in the Hirer's Pilot's Log Book.
19. Hirers who are not checked out on Cirrus SR20 aircraft hire the aircraft for the purpose of checking out on type categories, providing they undertake such checkout flights with a qualified, current instructor who is authorized by YouFly B.V. to carry out such checkouts. In such cases, the instructor must provide the hirer with evidence of such qualification and currency prior to the first flight with the hirer.
20. The Hirer undertakes to restrict use of the aircraft to PPL recreational use and/or training flights if checkout on type is required.
21. The aircraft may be used for commercial work when flown by appropriately qualified instructors and/or commercial pilots. Hirers must confirm ANY intended commercial usage with the Owner.
22. Any other usage that Hirers propose to undertake must be requested to the Owner in writing or by email at least 24 hours in advance. Extensions to the scope & nature of work allowed may be granted by the Owner to the Hirer in writing as an addendum to this agreement. Any extra insurance charges must be paid by the Hirer.
23. The owner will allow rental by the Hirer on a basis of a minimum rental hour's requirement as stipulated in the addendum to this agreement.



24. Hirers proposing to use airfields not listed in current Bottlang/Jeppesen guides must obtain the Owner's permission to do so prior to departure. Evidence may be required of the nature of such landing sites, prior permission and/or notification by/to landowners, police, Special Branch, HM Customs and/or foreign authority bodies as relevant to the intended flight(s).
25. No air races or competitions of any kind may be entered without (a) The Owner's permission and (b) prior written approval from the Insurers of the Aircraft. Any extra costs incurred in this case are the responsibility of the Hirer(s) involved.
26. Advance Bookings by ALL users must be logged with the Owner's administration procedure via Website <http://www.youfly.nl>

### **Responsibilities**

27. The Hirer shall be responsible for ALL aspects of the aircraft from the time of moving the aircraft from its' home base of Rotterdam Airport (hereafter known as Home Base) hangar/parking spot until the engine stops & the aircraft is parked & secured back at the home base hangar/parking spot unless specified otherwise in this agreement.
28. Hirers shall be responsible for notifying The Owner immediately of any change to their notified schedule as soon as the decision is made, by telephone or read-receipted email, and the Hirer shall take every reasonable precaution to ensure that the aircraft does not return to base later than anticipated, so as not to adversely affect future hires.
29. Hirers bear all costs associated with returning the aircraft to Home-base if delays/grounding occur due to adverse weather conditions, impoundment, grounding, legislation infringements or any other scenario which the Hirer may reasonably have foreseen or is responsible for under the terms of this agreement.
30. Away from Home Base, Hirers must use their own funds as required. The Owner's policy on reimbursement of fuel rates applies to all Hirers.
31. All costs associated with a movement (including but not limited to landing fees, navigational fees, overnight parking or hangar charges, handling charges, fines or levies), are the responsibility of the Hirer. Therefore, if a Hirer defaults on payment of a cost incurred (e.g. landing fee), the Owner will invoice the Hirer for the default amount to recover such costs from the Hirer.
32. It is all Hirers' responsibility for ensuring the aircraft is always left properly secured, tied down or hangared if possible when away from base.
33. The Hirer must take into account local weather conditions & security arrangements in assessing the secured status of the aircraft in such situations, bearing in mind uninsured liabilities for damage (see clause 27) which will be payable from the Hirer if found to blame.



34. All flight times are to be accurately recorded in the aircraft's journal throughout the duration of the flight & on termination. Any defects should also be accurately recorded.
35. Any defects affecting the airworthiness of the aircraft are to be advised to the Owner by telephone or email immediately on return to base.
36. After landing/shutdown during a flying day, the aircraft shall be parked & properly tied down, locked & left clean, neat & tidy with seat belts fastened, taking account of prevailing weather conditions, e.g. wind speed/direction.
37. Fuel must be acquired using the ABN AMRO Debit card as provided by Owner. The ABN AMRO Debit card can be found in the mid-console. After usage the hirer ensures the ABN AMRO Debit card is safely stored in the mid-console again. If this card is missing, the hirer shall immediately notify The Owner. The pin-code is provided verbally and can be provided by the Owner if required.
38. The amount of acquired fuel must AT ALL TIMES be recorded in the Aircraft's journal and added to the fuel management system of Avidyne.
39. The amount of added oil must AT ALL TIMES be recorded in the Aircraft's journal. Normally 1 liter oil is added after level gets below 6 on the oil dip-stick. The Aircraft must be provided with W-80 from Shell.
40. At the end of a flying day, the Hirer takes responsibility, in the absence of the Owner, for insuring overnight parking at Home-base is safely & securely completed. A Hirer shall take responsibility for the same if parking the aircraft overnight at a location other than Home Base. This means confirming that the aircraft is locked & secured, all covers securely strapped on, & securely tied down for overnight parking in the open (taking into account forecast weather conditions, e.g. prevalent wind speeds & direction).
41. The Owner is not responsible for battery recharges at any location if a Hirer has left electrical systems switched on after shutdown. The Hirer must pay charges arising.
42. The Owner is not liable for expired GPS NAVDATA installed, but will do his best effort to keep this up to date. The Hirer is responsible for providing his own navigation aids.
43. The aircraft is not rated for Aerobatic flights, and hence are not permitted.

### **Insurance**

44. The aircraft insurance policy is in the name of The Owner. Details of the cover are shown in the addendum to this agreement. The Owner will review the insurance policy at regular periods & will supply a copy to the Hirer for reference on request.



45. Any removable items of the aircraft equipment not specifically covered by aircraft insurance are considered as contents or personal effects & are the complete responsibility of the Hirer for loss or damage at full market replacement value & should be insured by the Hirer as such.
46. Whenever items are left in the aircraft, the aircraft must be left secure & items hidden as appropriate. These may include, but are not limited to: Aircraft Pilots Operating Handbook, avionics handbooks, tow bar, tie downs, fire extinguisher, fuel drain, aircraft's journal and head sets. A full inventory of items is supplied as an addendum to this Document. The addendum may from time to time be amended whereupon a copy will be issued to all Hirers.

### **Disputes, Breaches, Complaints, Notice**

47. If at any time any dispute or question shall arise between the Owner & any Hirer in regard to the hire of the aircraft & such dispute cannot be amicably resolved between the parties then such dispute, difference or question shall be referred pursuant to the Netherlands Arbitration Institute.
48. All regulations in this agreement shall be complied with at all times. All complaints & suggestions shall be notified to the Owner as soon as possible, initially by telephone or verbal discussion and, if necessary, in writing.
49. Any breach of the Owner's regulations and/or EASA regulations, from time to time in force, shall constitute grounds for immediate withdrawal of the right to hire or fly the aircraft until such time as the Owner decides to withdraw the grounding.
50. Any financial penalties incurred by the Hirer as a result of his/her responsibilities and agreements with The Owner, as laid out in this document shall be paid to the Owner. Known financial penalties include:
  - A. The first EUR 10.000 of any insurance claim made as a result of an accident or damage to the aircraft or any third party.
  - B. Interest charged in the event of late payments by The Hirer to The Owner.
51. Any reasonable administration fees caused by incurring penalties, extra costs or extra administration above the regular administration needed to hire/lease the aircraft shall be added to such financial penalties as covered within this document.



## **ADDENDUM to LEASE/HIRE AGREEMENT**

### **Cirrus SR20 G2 PH-YMC**

Commencement Date: 10-9-2013

It is agreed that the aircraft PH-YMC will be hired from The Owner subject to the terms and conditions laid out in the Lease/Hire Agreement, from the above date onwards and at the rates as communicated and published on the [www.YouFly.nl](http://www.YouFly.nl) website

### **Payment Agreement**

This agreement is based on a pre-paid package deal of EUR 2.500 incl. VAT payable to The Owner in advance of a flight.

After flights have been completed by the Hirer, a summary of actual flying hours (hobbs) accumulated during the hire must be recorded on the [www.YouFly.nl](http://www.YouFly.nl) website. Fuel invoices must be stored in the airplanes journal (inside of cover page)

All actual amounts are automatically settled with the available pre-paid balance. When the pre-paid balance is insufficient for all charges, a separate invoice will be issued which should be paid according to clause 12. New reservations cannot be made without sufficient balance on the pre-paid account.

### **Insurance Policy details are:**

The current cover age is conform regulation 785/2004 of the European Parliament valid in all countries of the EU including Norway, Switzerland and the Channel Islands.



## ADDENDUM – PH-YMC EQUIPMENT INVENTORY

1	Aircraft POH Copy	-	Original held securely with Owner & available for inspection on request
2	Aircraft Journal	EUR 50	Must be checked before each flight & completed after each Flight
3	Checklist	EUR 20	Please advise if missing or damaged
4	Fuel Drain	EUR 20	Must be used on pre-flight checks
5	Wipes, washing detergent, Cloths, bucket, polish etc	-	Replacements will be made available by The Owner
6	Fire Extinguisher	EUR 80	
7	4 Bose headsets	EUR 900 each	Please leave unused headsets tidily in their protective covers
8	Tow Bar	EUR 80	Please leave tidy in baggage area. If removed from the aircraft for the flight, they must be stored securely and returned to the aircraft on return
9	YouFly ABNAMRO Card	-	Must be stored in mid-console

Agreed for & on behalf of the Owner,

Agreed for & on behalf of the Hirer,

Name Youfly

Name "Hirer full Name"

Date .....

Date .....

Location .....

Location .....