



# Brisbane Valley Sport Aviation Club Inc.

## CONDITIONS OF USE OF THE BRISBANE VALLEY SPORT AVIATION CLUB INC's HANGAR

1. Authority to use the hangar is a license, which the Proprietor has an absolute discretion to revoke at any time with one (1) month's notice in writing.
2. The Proprietor does not accept or take possession of any aircraft and takes no responsibility for the safe custody of any aircraft other than to warrant that its services will be rendered with due care and skill.
3. The Proprietor may move the aircraft in and around the hangar if in the absolute discretion of the Proprietor it appears necessary or convenient to do so, move the aircraft from the hangar if in the absolute discretion of the Proprietor the aircraft constitutes a safety hazard, obstruction or nuisance.
4. The Proprietor may allow or suffer possession of an aircraft to be taken by any person who enters or who represents expressly or by implication that such person is entitled to take possession thereof whether or not such person is so entitled and whether or not such person produces a permit to the Proprietor.
5. In the absence of breach of the Proprietor's warranty that its services will be rendered with due care and skill, the Proprietor shall not be liable for –
  - (a) the loss of (including but not limited to removal by any authorised person) or any damage whatever to an aircraft or any accessories or articles attached thereto or contained therein however such loss or damage is caused or occurs including as a consequence of or arising in connection with any negligent act or omission of the Proprietor that does not amount to a breach of the aforesaid warranty,
  - (b) the death or injury of any person in or about the hangar, however such death or injury is caused or occurs including as a consequence of or arising in connection with any negligent act or omission of the Proprietor;
  - (c) any loss or damage suffered in consequence of any exercise or purported exercise of the rights conferred on the Proprietor by these conditions.
6. Any Office Bearer of the Proprietor may exercise the rights and discretions conferred on the Proprietor by these conditions.
7. The Trade Practices Act implies a warrant that the services rendered by the Proprietor will be rendered with due care and skill and nothing contained in these 'Conditions of Use of Hangar' is to be construed as in any way excluding or limiting that warranty. Subject thereto the Proprietor will not be bound by any variation of these conditions unless made in writing and signed by its duly authorised executive member of the committee of the Brisbane Valley Sport Aviation Club Inc.
8. The Lessee agrees to pay the first months rental in advance at the rate of \$120.00 per month to the Brisbane Valley Sport Aviation Club Inc and the Lessee also agrees to maintain the rent at least one (1) month in advance at all times. If the Lessee allows the rent to fall more than one (1) month in arrears and ignores notification from the Proprietor, then his aircraft will be removed from the hangar and tied down in the aircraft parking area.
9. The Brisbane Valley Sport Aviation Club Inc reserves the right to increase or decrease the monthly rental rate. Lessees will be advised of changes in the monthly rental rate in writing at least one (1) month prior to any such changes taking effect.
10. The Brisbane Valley Sport Aviation Club Inc. requires users of the club's hangar to be financial members of the club, so the Lessee is to be a financial member of the Brisbane Valley Sport Aviation Club Inc.
11. Watts Bridge Memorial Airfield requires that all users of Watts Bridge Memorial Airfield be financial members. Hangaring an aircraft in the Brisbane Valley Sport Aviation Club Inc.'s hangar is considered to be using Watts Bridge Memorial Airfield, so the Lessee is to be a financial member of Watts Bridge Memorial Airfield Inc.
12. In these conditions -  
The Proprietor is the Brisbane Valley Sport Aviation Club Inc. or any of the Brisbane Valley Sport Aviation Club's Office Bearers.

Aircraft Type

Registration Number

Signed by the Lessee :  
<insert lessee name>

Dated:

Signed on behalf of the Brisbane Valley Sport Aviation Club Inc. :  
<insert secretary name>

Dated: