

# AIRCRAFT SHARE AGREEMENT AND OWNERSHIP MODEL

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN the persons listed below, whose names are

IT IS AGREED as follows:

## 1. User Definitions

For the purpose of this Agreement the following terms shall have the meanings set out below:

“the **Aircraft**” means:

Registration No.

For which a copy of all registration documents shall be attached to this Agreement

“the **Storage Location**” means:

“the **Key Location**” (if applicable) means:

“the **Aircraft Manager**” means:

with any procedure in Schedule 4

“the **Minimum Term**” of this Agreement shall be

“the **Sharers**” means those persons whose names are listed in Schedule 1 and one of them.

## 2. Core Terms

2.1 One Sharer shall act as the Aircraft Manager and shall be responsible for all roles within the Aircraft Sharing Scheme

2.2 The Sharers must reserve the use of the Aircraft for the purposes set out in Clause 7 and Schedule 5

2.3 The Pilot must at all times ensure that the Aircraft is returned to the Storage Location in accordance with Clause 10 (Returning the Aircraft) and Clause 12 (Care of the Aircraft)

2.4 The Aircraft must be returned to the Storage Location in accordance with Clause 10 (Returning the Aircraft) unless the other Sharers have unanimously consented to a late return. See Clause 12 (Care of the Aircraft)

2.5 The Aircraft must not be used for any of the purposes set out in Clause 7 and Schedule 2

2.6 The Pilot is responsible for all damage caused to the Aircraft under Clause 14 (Liability)

2.7 All accidents must be reported to the insurer and any theft or criminal damage must also be reported to the police.

2.8 The methods of leaving the Aircraft Sharing Scheme are set out in Clauses 21 to 25 inclusive

## 3. Ownership of the Aircraft and Equipment

3.1 The Aircraft is held on trust by the Sharers and the ownership of the Equipment is set out in Schedule 1. The Sharers shall have no right to transfer their shares in the shares set out in Schedule 1. The Sharers shall have no right to transfer their property in the Aircraft to any person other than the Sharers.

3.2 Nothing in this Agreement shall operate or be construed to give any Sharer a right to transfer their property in the Aircraft to any person other than the Sharers.

## 4. Aircraft Manager

4.1 One of the Sharers must act as the Aircraft Manager for the purposes of this Agreement.



the Pilot operates the Aircraft without the Pilot's Booking and he will be held

presumed that the damage was caused during

9.3 The Pilot must indicate in the Journal that the check was carried out. If there is no evidence in the

Journal then it will be presumed that the check

9.4 From the time that the Pilot enters the Aircraft for the operation of the Aircraft and any damage caused to the Aircraft at the Storage Location and left safe and secure and

is responsible for the use, possession and operation until it is returned to the

**10. Returning the Aircraft**

is Booking unless the other Sharers have

10.1 The Pilot must return the Aircraft to the Storage Location unless unanimously consented to a late return.

Windows hatches and doors closed and locked

10.2 When the Aircraft is returned it must be safe and sound if possible

by the Fuel Policy in Schedule 3

10.3 The key must be returned to the Key Location

the Aircraft, or in another place agreed between the

10.4 When the Aircraft is returned the fuel tank must be full

10.5 Any Equipment must be stored safely at the Storage Location as agreed between the Sharers

**11. Prohibited Uses**

11.1 The Sharers undertake that they will not:

be under the influence of alcohol or drugs or otherwise impaired in his

(a) smoke or permit others to smoke inside the Aircraft

(b) enter, remain inside or operate the Aircraft while his consciousness vision or ability to react is impaired

purpose (including but not limited to letting or hiring the Aircraft to a third party or use for any other purpose)

(c) use the Aircraft for any racing or competitive purpose

(d) use the Aircraft for any commercial purpose, including hiring the Aircraft to a third party or use for any other purpose

with the consent of the other Sharers

(e) use the Aircraft outside of United Kingdom

(f) use the Aircraft outside of the flying rules of the Aircraft

in any circumstances

(g) allow any other person to operate the Aircraft unless always to such person being covered by a valid Pilot's License

of all the Sharers acting reasonably, subject to the less onerous terms that the Insurance Policy

(h) operate the Aircraft when he believes that the condition of the Aircraft is not airworthy and/or that the Sharers would believe that the Aircraft may be in a

condition that is not airworthy and/or that the Sharers would believe that the Aircraft may be in a

(i) use the Aircraft or any share in the Aircraft unless agreed between the Sharers

or other indebtedness of any kind unless

(j) use the Aircraft in any way or for any purpose not intended by the Sharers (Prohibited Uses)

Prohibited Uses)

**12. Care of the Aircraft**

12.1 The Sharers must familiarise themselves with the Aircraft before flying for the first time.

its systems before flying the Aircraft for the first time.

12.2 The Sharers must replenish the supplies of consumables and present any receipts to the Aircraft Manager for reimbursement

present any receipts to the Aircraft Manager for reimbursement

12.3 The Pilot must fly the Aircraft with due care and attention with all formal legal and customary rules of navigation and the technical and mechanical condition of the Aircraft

with all formal legal and customary rules of navigation and the technical and mechanical condition of the Aircraft

12.4 Upon discovery of any defect in the Aircraft (including but not limited to any warning lights) the Pilot must stop and endeavour to remedy the defect (including but not limited to arranging for the collection and/or repair of the Aircraft) and make a written report of the incident and how it was resolved and make a written report of the incident and how it was resolved and make receipts (if applicable) relating to the cost of the repair

operate (including but not limited to the flashing of lights) as reasonably practicable and use his best endeavours to remedy the defect (including but not limited to arranging for suitable qualified professionals to arrange for the collection and/or repair of the Aircraft) and make a written report of the incident and how it was resolved and make receipts (if applicable) relating to the cost of the repair

12.5 Documents and user guides relating to the Aircraft must not be removed from the Aircraft unless required for a service or repair

Documents and user guides relating to the Aircraft must not be removed from the Aircraft unless required for a service or repair

12.6 The Pilot must ensure that when he is not operating the Aircraft a security device present is used. Any Equipment must be stored safely at the Storage Location as agreed between the Sharers

When the Pilot is not operating the Aircraft windows are all locked and secure and any Equipment must be stored safely at the Storage Location as agreed between the Sharers

12.7 The Pilot must keep the Aircraft clean and tidy as it was immediately before his Booking (including but not limited to any rubbish or debris). If the Aircraft is not left in a clean and tidy condition the Aircraft to be cleaned

When the Pilot returns the Aircraft in the same condition as it was immediately before his Booking (including but not limited to any rubbish or debris) If the Aircraft is not left in a clean and tidy condition the Aircraft to be cleaned

**13. Fuel**

13.1 Fuel for the Aircraft shall be purchased in accordance with the Fuel Policy in Schedule 3

Schedule 3