



SueAir Ltd: Terms and Conditions

BACKGROUND:

These Terms and Conditions are the terms for the hire of planes by SueAir Ltd, a private limited company registered in England under number 12133755, whose registered address is at Beech House, Church Road, Leigh Woods, Bristol, BS8 3PG.

The concept of SueAir is that of offering to qualified pilots beautiful, modern, well equipped planes available for hire. We aim to build a loyal client base of pilots who enjoy the planes and work together with SueAir to have a great relationship. This involves a 'club' feel and SueAir tries to make the experience as 'small print' light as possible. Inevitably however we need terms and conditions. We ask however as a general spirit of understanding that pilots take care of the aircraft as they would if they were their own.

1 Definitions and Interpretation

1.1 In addition to words defined elsewhere in these Terms and Conditions, the following words and terms shall have the following meanings:

"**Client Pilot**" means a person whom SueAir has confirmed in writing is permitted to fly a one or more specified Planes from time to time subject to (a) an accepted booking of a Plane; (b) payment of the Hire Fee in respect of that Plane; and (c) adherence to these Terms and Conditions (and such other terms as SueAir may have agreed with that Client Pilot in writing);

"**Hire Fee**" has the meaning given at clause 6.1;

"**Plane**" means any of (a) the DA42 G-SUEI; (b) the DA42 G-SUEM; and (c) the DA40NG G-SUEO, as the context requires (and "**Planes**" means all of them);

"**Qualified Pilot**" means a person who has a current licence to fly aircraft in the UK;

"**SueAir**"; means SueAir Ltd, a private company incorporated in England & Wales with registered number 12133755; and

"**Terms and Conditions**" means these terms and conditions incorporating, where expressly referenced herein, those pages set out at www.sueair.co.uk.

1.2 In these Terms and Conditions:

- (a) the headings are for ease of reference only and shall not be deemed to form any part of this agreement; and;
- (b) reference to "writing" and any similar expression includes electronic communications sent by email.

2 Application to Hire

2.1 A person ("**Applicant**") wishing to hire a Plane for him/her to pilot shall apply to SueAir in writing by completing a Pilot Data Form ("**PDF**"), which is available under 'Booking' on www.sueair.co.uk.

2.2 Submission by an Applicant of a PDF is representation by that Applicant that he/she is a Qualified Pilot and that the information contained in their PDF is true, complete and not misleading.

- 2.3 Agreement by SueAir that an Applicant may become a Client Pilot shall be subject to:
- (a) the Applicant providing SueAir with such information and representations (if any) as SueAir shall require in addition to that required by the PDF;
 - (b) the Applicant completing a familiarisation flight, for which the Hire Fee is payable by the Applicant, with a SueAir approved instructor (whose fee is payable by the Applicant), unless SueAir waives such requirement in its absolute discretion;
 - (c) such other terms and conditions that SueAir may notify the Applicant in writing which apply to the Applicant as a condition to becoming a Client Pilot; and
 - (d) SueAir confirming in writing to the Applicant that he/she is accepted to hire Planes.
- 2.4 The decision of SueAir to accept an Applicant as a Client Pilot or not shall be made in SueAir's absolute discretion.
- 2.5 Applicants should have regard to the Home SueAir page of the website www.sueair.co.uk for certain minimum criteria that may apply in respect of a decision by SueAir to accept an Applicant.

3 Client Pilots: General

- 3.1 Once an Applicant has become a Client Pilot, he/she may apply for a booking of a plane in accordance with clause 5 below. Please note that the decision of SueAir to hire a Plane to a Client Pilot or not shall be made in SueAir's absolute discretion.
- 3.2 SueAir may revoke at any time in its absolute discretion agreement to hire a Plane to any person and in such event shall be liable only for the refund of pre-paid unused Hire Fee plus any Cancellation Charge Deposit (see clause 5.5).
- 3.3 Each Client Pilot acknowledges and understands that insurance cover referred to under clause 7.4 may be dependent on full, accurate and up to date disclosure of information relating to that Client Pilot.
- 3.4 For the avoidance of doubt, a Client Pilot is under no circumstances permitted to:
- (a) allow another person to fly a Plane;
 - (b) charge passenger(s) a fee for flying in a Plane (but may agree with passenger(s) to pay or share the costs of hire on a reasonable basis that does not result in the Client Pilot being paid for flying the Plane);
 - (c) undertake when flying the Plane any activity that is a criminal offence in an applicable jurisdiction (or omit any action that results in a criminal offence in an applicable jurisdiction).
- 3.5 Each Client Pilot shall be fully aware and on notice that no Plane:
- (a) shall land on a grass runway (except in an emergency);
 - (b) take off on a grass runway;
 - (c) taxi on grass;
 - (d) park on grass;

except with the express prior agreement of SueAir in writing. Client Pilots should be aware that the design of the Planes means that any of the above can (and has in the past) resulted in material damage. Please see clause 7 (Liability) below, and in

particular clause 7.3 under which SueAir excludes any obligation to claim on insurance for damage caused as a result of breaking this term.

4 Changes of Information about the Client Pilot

4.1 Each Client Pilot shall promptly inform SueAir in writing by email to contact@sueair.co.uk, and in any event no later than 24 hours prior to their next flight in a Plane, of any changes to the information and representations given by that Client Pilot pursuant to clause 2.3(a) as may have been amended and supplemented from time to time.

4.2 If a change to such information referred to at clause 4.1 has occurred within 24 hours of their next flight in a Plane, so that the Client Pilot was not able to inform SueAir 24 hours or more prior to that flight, the Client shall inform SueAir prior to the flight:

(a) in writing by email to contact@sueair.co.uk **and**

(b) by telephoning 07764 616 826;

and shall not undertake the flight unless he/she has so informed SueAir of the change by both methods of communication and on the understanding that SueAir shall have the discretion to determine whether or not the flight shall not go ahead.

4.3 Without prejudice to the terms of this agreement, each Client Pilot acknowledges and agrees he/she shall inform SueAir in writing by email to sueair.co.uk **and** by telephoning 07764 616 826 prior to undertaking a flight in a Plane that, if it shall be the case, he/she has had any incident while pilot in command of an aircraft (not just an aircraft hired from SueAir) which incident would or may result in an insurance claim. This is important in particular (without limitation) because that fact may need to be disclosed to insurers and failure to do so may affect insurance cover.

5 Bookings

5.1 All requests for bookings by a Client Pilot shall be made on the SueAir online booking schedule, for which a Client Pilot will be issued with a user name and password when he/she is accepted as a Client Pilot.

5.2 Client Pilots are responsible for reviewing these Terms and Conditions before each booking. Client Pilots may, on applying for a booking, request at that time SueAir to confirm if any changes to the Terms and Conditions have been made since their last booking.

5.3 No flight may be undertaken by a Client Pilot unless SueAir has confirmed in writing that the booking request in respect thereof has been accepted.

5.4 Once a requested flight has been confirmed by SueAir, if the Client Pilot does not undertake that flight the Client Pilot shall pay to SueAir a cancellation charge ("**Cancellation Charge**") set out under Booking at www.sueair.co.uk subject to the terms and conditions referred to on that page.

5.5 A Client Pilot who has had a booking accepted shall pay to SueAir an amount ("**Cancellation Charge Deposit**") to be held by SueAir on account for that Client Pilot in respect of the Cancellation Charge, which shall be retained or released subject to the terms and conditions set out under Booking at www.sueair.co.uk.

5.6 A booking may be subject to such other terms and conditions that SueAir may notify the Applicant in writing are applicable to accepting the booking.

5.7 All confirmed bookings are subject to cancellation by SueAir at any time (by notice to the Client Pilot) if either:

(a) the booked Plane is unable to fly owing to technical issues; or

- (b) the booked Plane has insufficient remaining flying time to accommodate the intended flying time prior to a required maintenance inspection; or
- (c) there has been a change in the information relating to the Client Pilot that SueAir determines in its sole discretion is materially adverse including without limitation information that, had it been known when the Client Pilot made the booking, would have been likely to result in SueAir declining the booking; or
- (d) the Client Pilot has failed to pay the Cancellation Charge Deposit in respect of the booking; or
- (e) SueAir determines in its sole discretion that the booked flight should not proceed, which may include without limitation a risk determined by SueAir that the Client Pilot would be unable to return the Plane by the agreed time or date.

6 Hire Fees

- 6.1 Hire of a Plane is subject to payment of the current per hour fee applicable to the hire of that Plane as set out in SueAir's schedule of charges from time to time under Hire Rates at www.sueair.co.uk or as otherwise agreed in writing between a Client Pilot and SueAir ("Hire Fee").
- 6.2 SueAir may from time to time at its discretion offer discounts to the Hire Fee by the advance purchase of a number of flying hours in a Plane or provide for monthly payment options, on such terms as SueAir may specify under Hire Rates at www.sueair.co.uk.
- 6.3 All purchases of hours are personal to a Client Pilot and may not be transferred, sub-contracted or otherwise assigned to any other person.

7 Responsibility, liability and insurance

- 7.1 Responsibility of a Client Pilot: On the day of a booked flight, the Client Pilot is solely responsible for:
 - (a) carrying out the standard pre-flight checks that a Qualified Pilot would normally carry out (including without limitation examination of the Plane externally) including without limitation those specified as standard pre-flight checks for the Plane;
 - (b) assessing the weather conditions and how that may affect the intended flight;
 - (c) checking for any NOTAMs that may affect the planned route;
 - (d) assessing his/her own health and that of any passengers; and
 - (e) any other typical or reasonable precautions or checks that a Qualified Pilot would normally carry out in the circumstances prior to undertaking a flight;

in cases prior to making a final decision that proceeding with a booked flight will be within the limits of the Plane and the Client Pilot's experience and appropriate in the circumstances.

- 7.2 Responsibility of SueAir: SueAir:

- (a) confirms to Client Pilots that a Plane made available for hire for a booked flight are subject to a maintenance schedule proposed by an approved EASA Part 145 or SubPart G organisation which is instructed by SueAir to carry out such maintenance in accordance with all applicable engineering requirements for that Plane, and (unless SueAir informs the Client Pilot otherwise under (b) below) no notification has been received by SueAir prior to the booked flight that such maintenance has not been carried out in accordance with all applicable engineering requirements for that Plane; and

- (b) shall notify the Client Pilot prior to a booked flight if there shall be any material technical issue with the Plane of which SueAir has knowledge, which does not prevent the flight but which SueAir reasonable considers is advisory for Client Pilots. For the avoidance of doubt, if there is any material technical issue with the Plane of which SueAir has knowledge, which does prevent the flight SueAir shall inform the Client Pilot and cancel the flight.

7.3 Liability of Client Pilots: A Client Pilot shall be liable for:

- (a) the cost of repair of any interior damage caused to a Plane by the Client Pilot or a passenger who is flying with the Client Pilot;
- (b) the cost of cleaning of the interior required as a result of any material debris, liquids, staining or similar left in a Plane and left or caused by the Client Pilot or a passenger who is flying with the Client Pilot;
- (c) the cost, loss or liability to SueAir caused by a breach by a Client Pilot of clause 3.5 (restrictions relating to grass) or other breach of these Terms and Conditions;
- (d) the cost, loss or liability to SueAir (other than as covered by 7.3(c) above) caused by:
 - (i) a failure by that Client Pilot to fly the Plane within standard operating procedures;
 - (ii) a failure by that Client Pilot to adhere to any restrictions or procedures agreed with SueAir prior to the flight;
 - (iii) the negligence of that Client Pilot;

but only to the extent such cost, loss or liability is not covered by insurance (see clause 7.4), provided such liability of the Client Pilot shall include any excess payable under the terms of the insurance policy.

7.4 Insurance:

- (a) SueAir undertakes that it shall maintain insurance cover for a Plane in respect of which a Client Pilot has a booked flight that is, in SueAir's determination, appropriate cover for damage caused to that Plane and third parties, which may be subject to such excess as the insurance company and SueAir shall agree.
- (b) A Client Pilot may at any time request disclosure by SueAir of the terms and conditions and cover of the insurance policy (including without limitation the insurance excess) for a Plane which the Client Pilot has booked or intends to book for a flight to the extent reasonable for a Client Pilot to enquire, provided that no Client Pilot shall be entitled to disclosure of the cost of the insurance premiums in respect of such insurance nor disclosure of any claims made previously or pending nor any other fact or matter relating to the insurance that SueAir considers confidential.

7.5 Liability of SueAir: SueAir shall, subject to clause 7.6, have no liability for any and all costs, claims, losses or damages whatsoever incurred by a Client Pilot except to the extent of direct and foreseeable losses caused by a breach by SueAir of these Terms and Conditions.

7.6 Nothing in these Terms and Conditions seeks to exclude or limit SueAir's liability for death or personal injury caused by SueAir's negligence (including that of its employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation, or otherwise by law cannot be excluded.

8 Your Personal Information (Data Protection)

- 8.1 All personal information that SueAir may use will be collected, processed and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“**GDPR**”) and your rights under the GDPR.
- 8.2 For complete details of SueAir’s collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for sharing it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to SueAir’s Privacy Notice available at www.sueair.co.uk under the Home page and the Contacts page.

9 Entire Agreement

- 9.1 These Terms and Conditions contain the entire agreement between each Client Pilot and SueAir and supersede all prior agreements, written or oral, with respect thereto, except and only to the extent that the Client Pilot and SueAir have otherwise expressly agreed in writing.

10 Amendments

- 10.1 SueAir may update these Terms and Conditions in its discretion from time to time by publication of revised Terms and Conditions on its website, which shall apply in respect of each new booking made by a Client Pilot after the date of publication save as provided at clause 10.2.
- 10.2 If any revised term shall be adverse to a Client Pilot who has advanced purchased hours for a Plane which remain unused prior to the date of the revision, such revised term shall not apply to that Client Pilot in respect of future bookings made in respect of those unused hours, unless SueAir shall have given that Client Pilot notice that revised terms have been published and that Client Pilot shall not have objected to those revised terms within 14 days of such notice.
- 10.3 No omission or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

11 Notices

- 11.1 Notices to be given hereunder by SueAir to a Client Pilot or by a Client Pilot to SueAir shall be in writing and sent by e-mail to the relevant party, which for SueAir shall be contact@sueair.co.uk and for the Client Pilot shall be as provided by that Client Pilot and acknowledged by SueAir. This is without prejudice to the express requirements under these Terms and Conditions, where stated, for a Client Pilot to telephone SueAir.

12 Governing Law

- 12.1 This agreement between SueAir and a Client Pilot (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law and the parties hereby submit to the jurisdiction of the English courts.

13 Enjoy Flying

- 13.1 To close the formality of the Terms and Conditions, SueAir welcomes Client Pilots on board and instructs them to enjoy their flights☺.