

OUT OF HOURS OPERATIONS - INDEMNITY AGREEMENT

Agreement

This Agreement is made between:

1. Air Westward Ltd
2. Devon & Somerset Flight Training Ltd
3. Name and address of aircraft owner below:

Indemnity Request

Requested date of issue: ____/____/____

Aircraft Registration: _____ Aircraft Type: _____

Name & address of aircraft operator:

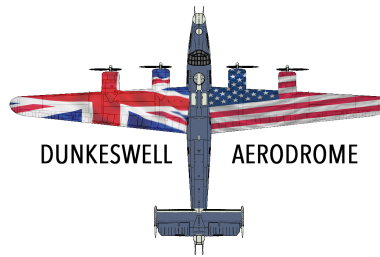
Details of authorised pilots:

Name: _____ Telephone: _____

Name: _____ Telephone: _____

Name: _____ Telephone: _____

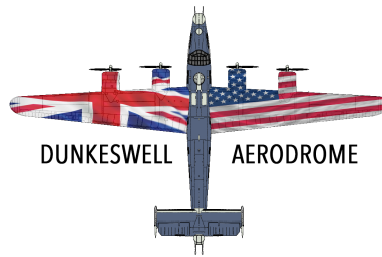
Name: _____ Telephone: _____



Agreement:

1. The agreement comprises of the following documents:
 - 1.1. This out of hours indemnity request form.
 - 1.2. The out of hours operation conditions of use.
2. By signing this agreement, the aircraft operator understands and agrees that:
 - 2.1. In the event of the aircraft operator's aircraft using Dunkeswell EGTU outside of the published opening hours, Air Ground Radio and Rescue & Fire Fighting Services will not be available.
 - 2.2. The Aerodrome will not be licensed under provision 92 of the Air Navigation Order.
 - 2.3. To the extent legally possible, the aerodrome authority excludes all liability in relation to the use of the aerodrome by the aircraft operator during out of hours.
 - 2.4. Notwithstanding the provisions of 2.3, the aircraft operator hereby agrees to fully indemnify and keep indemnified and hold the aerodrome authorities harmless from and against any and all liabilities, claims, damages, awards, penalties, fines, and all direct, indirect or consequential liabilities and losses costs, proceedings, damages and expenses awarded against, and/or incurred and/or paid and/or suffered by the aerodrome authority as a result of and/or in connection with the aircraft operators out of hours use of the aerodrome. This includes but is not limited to any claim from any employee, worker, crew, agent or otherwise of the aircraft operator.
3. The aircraft operator will use the aerodrome in complete accordance with the conditions of use.
4. The aircraft operator is solely responsible for ensuring that all authorised pilots are aware of, and operate in accordance with, the terms of this agreement and shall be responsible for the authorised pilots. For the avoidance of doubt, other than where the aircraft is operated by a flying school, syndicate of multiple users or other commercial or non commercial operator, each pilot must sign this agreement if the pilot wishes to use the aerodrome out of hours. The fact that a pilot has not signed this agreement by reason that the aircraft concerned is operated by one of the exempt operations shall not in any way relieve or reduce the liability of the aircraft operators in respect of the pilot under clause 2.4 or this clause 4.
5. The aircraft operator shall obtain and maintain valid insurance that as a minimum meets the requirements required for operators of aircraft.

Signature:	
Position: (Commercial Operator)	
Date:	



OUT OF HOURS OPERATIONS - CONDITIONS OF USE

1. These conditions of use apply to the use of the aerodrome during out of hours times.
2. The aircraft operator should adhere to any restrictions on its use of the aerodrome.
3. Prior to use of the aerodrome, the aircraft operator shall ensure that the aerodrome is suitable for the movement of aircraft and that there are no circumstances or conditions affecting the aerodrome which would render it unsuitable for the movement of aircraft.
4. If the aerodrome is rendered unsuitable for the movement of aircraft by the licensee or any other competent party, the aircraft operator shall not use the aerodrome under any circumstances.
5. Out of hours use may be temporarily withdrawn at any time by NOTAM by the licensee or permanently by means of written notice.
6. The aircraft operator shall ensure that all aircraft using the aerodrome carry a serviceable radio, other than when the said radio has become unserviceable during the flight. Blind calls should be transmitted to Dunkeswell Traffic on 123.480 MHz whilst on the ground and in the vicinity of the airport, comprising of regular position reports and intentions.
7. Parachuting Operations and North Hill Gliding may still be taking place out of hours, therefore aircraft should join downwind or base as promulgated in the AIP, avoiding the overhead and dead side.
8. Noise sensitive areas should be avoided wherever possible.
9. The aerodrome authority reserves the right to terminate this agreement at anytime, and withdraw any consent and/or permission granted under this agreement with immediate effect.
10. Use of the aerodrome contrary to any of the terms in this agreement shall constitute unauthorised use and trespass.