

AIRCRAFT CO-ORDINATION AGREEMENT

Made between:

FLEXIFLY AIRCRAFT HIRE LIMITED (“the Owner”), whose registered office is 20 Cranley Road, Hersham, Walton-on-Thames, Surrey KT12 5BP

and

PROPS AWAY LIMITED (“the Co-ordinator”), whose address is 82 Eastfield Lane, Ringwood, Hampshire BH24 1UR

And together referred to as “the Parties”

WHEREAS

1. The Owner is the registered owner of two Pilatus PC12 aircraft, namely:
 - 1.1. That with manufacturer’s serial number 1257 and registration mark G-KARE; and
 - 1.2. That with manufacturer's serial number 1275 and registration mark G-FLXI(collectively “the Aircraft” and individually "an Aircraft", "that Aircraft" or "the Aircraft Concerned").
2. The Owner wishes to hire out the Aircraft to third parties for their private and business use, for valuable consideration, and requires someone to manage this business on its behalf
3. The Owner wishes to ensure that the Aircraft are maintained at all times in an airworthy condition and to the standard required by English law in order for them to be hired out for the aforesaid purposes
4. The Co-ordinator is experienced in the management of aircraft, including for the purposes of hire to third parties

IT IS HEREBY AGREED as follows:

1. This Agreement shall commence with effect from 15th August 2018 and shall continue in force until terminated by either party by notice in writing given at least 90 days' notice of termination ("the Term").
2. During the Term whilst the Aircraft are not on hire to third parties their main home base will be at Bournemouth airport ("the Base"), although the Co-ordinator may arrange for parking at Fairoaks airport or, on occasions, at Biggin Hill airport as required (each known as a "Temporary Base").

3. The Co-ordinator shall be responsible for arranging all parking needed for the Aircraft whilst they are at the Base or a Temporary Base, as the case may be, during the Term (save for any time at which either or both of them are on hire to a third party), and for ensuring that any associated costs, fees, charges, expenses and taxes are paid as and when payment for them falls due.
4. At all times during the Term except when on hire to a third party, the Co-ordinator shall ensure that the Aircraft are inspected, serviced and maintained in an airworthy condition, and to an EASA Part-145 standard and in accordance with any and all applicable approved maintenance programmes, manuals, service and maintenance requirements and services bulletin issued by the manufacturer of the Aircraft or of any parts thereon (including the engine) and all applicable airworthiness directives; and shall ensure that any associated costs, fees, charges, expenses and taxes are paid as and when payment for them falls due; and that they meet the instrument, data and equipment requirements of Part-NCO of the EASA Air Operations Regulation.
5. The Co-ordinator shall not enter into any contract for the maintenance or repair of the Aircraft which grants, or will grant, or may have the effect of granting, a general lien or similar arrangement over either or both of the Aircraft or any part thereof (including the engine) or the aircraft documentation other than as security for the cost of the maintenance or repair work then being undertaken given to the person undertaking that work.
6. At all times during the Term the Co-ordinator shall ensure that there is in place for the Aircraft adequate aircraft hull and legal liability to third parties, passengers/passenger baggage and personal articles insurance cover in respect of private or business use by the owner and any third parties to whom they are hired (including, for the avoidance of doubt, cover meeting all minimum insurance requirements set by law which applies to the Aircraft); and shall ensure that any associated costs, fees, charges, expenses and taxes are paid as and when payment for them falls due.
7. At all times during the Term the Co-ordinator shall:
 - 7.1 Be responsible for developing and maintaining a website through which the Aircraft are to be made available for hire to third parties for their private or business use.
 - 7.2 Use all reasonable endeavours to market the Aircraft as available for hire to third parties for their private or business use.
8. At all times during the Term the Co-ordinator shall be responsible for managing the hire of the Aircraft to third parties (a "Customer") and shall co-ordinate and agree bookings for the Aircraft having regard to any existing bookings, the Owner's own reasonable requirements for the Aircraft (in respect of which the Co-ordinator will liaise with and assist the Owner as and when necessary) and timely performance of all applicable service

and maintenance requirements for the Aircraft. For these purposes in respect of any such third party hire of an Aircraft the Co-ordinator shall:

8.1 Ensure that the Customer:

8.1.1 enters and signs an Aircraft Hire Agreement in the form attached hereto (with any modification as may be considered reasonable by the Co-ordinator in the circumstances, in the exercise of reasonable discretion); and

8.1.2 provides the Owner with any required deposit, before the commencement of the Hire Period as defined in that agreement (“the Hire Period”) and/or the Aircraft Concerned is made available to the Customer. For the avoidance of doubt, the Owner hereby authorises the Co-ordinator to enter into and sign an Aircraft Hire Agreement on its behalf provided that in any given instance the Co-ordinator considers the agreement to be reasonable having regard to the interests of the Owner.

8.2 Ensure that the Customer is added as an additional insured to the aforesaid insurance cover for the Aircraft Concerned in force at the time of the Hire Period, to cover the duration of that Hire Period, before the commencement of that period and/or the Aircraft Concerned is made available to the Customer.

8.3 Ensure that the Aircraft Concerned is made available to the Customer at the Base (or such other airport as may be agreed in the Aircraft Hire Agreement) at the commencement of the Hire Period, with its fuel tanks fuelled appropriately.

8.4 Ensure that the Aircraft Concerned holds a valid EASA certificate of airworthiness and is maintained as aforesaid as at the commencement of the Hire Period, with its log books fully up to date.

8.5 Ensure that all flight crew to be used by the Customer to pilot the Aircraft Concerned during the Hire Period at the minimum: (1) hold a valid and useable UK Commercial Pilot Licence and Instrument Rating; and (2) have a total of at least 1500 flying hours total time, including a minimum of 250 hours on turbine aircraft and 150 hours on PC12 aircraft.

8.6 Approve all flight crew to be used by the Customer during the Hire Period (on behalf of the Owner), and notify the Customer of that approval, before they are permitted to pilot the Aircraft Concerned.

8.7 Ensure that the Aircraft Concerned is returned to the Base (or such other airport as may be agreed in the Aircraft Hire Agreement) by no later than the end of the Hire Period.

- 8.8 Ensure that when the Aircraft Concerned is returned by the Customer it is fuelled to the same level and is in the same condition as when it was made available to the Customer.
- 8.9 Calculate and collect from the Customer all monies due from it to the Owner in respect of its hire of the Aircraft Concerned and/or arising out of or in any way related to the Customer's use of the Aircraft Concerned (whether as payments or by way of indemnity), and shall account to the Owner for the same.
9. The Co-ordinator shall follow all reasonable instruction of the Owner in relation to the Aircraft and any potential hire of the Aircraft to any third party.
10. In consideration for the Co-ordinator providing to the Owner the services set out above the Owner agrees to pay the Co-ordinator a monthly fee for each month of the Term.
11. The Owner shall additionally meet all costs, fees, charges, expenses and taxes reasonably incurred by the Co-ordinator in discharging the functions set out herein.
12. This Agreement and any dispute of any nature whatsoever in anyway arising out of or related to it shall be governed by the laws of England and Wales.
13. It agreed that the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute of any nature whatsoever concerning or in any way arising out of or related to this Agreement, and both Parties hereby irrevocably and unconditionally agree to submit to the jurisdiction of the courts of England and Wales for these purposes.
14. This Agreement constitutes the entire agreement between the Owner and the Co-ordinator in relation to the Aircraft, and overrides all previous proposals, agreements and written and oral communications relating to the subject matter of this Agreement. For the avoidance of doubt, it overrides the Aircraft Co-ordination Agreement made between the Parties dated 5 December 2017.
15. The Parties agree that the terms of this Agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
16. Each party acknowledges that in entering into this Agreement they have not relied on any express or implied representation or other assurance or commitment of a nature whatsoever (except those set out herein) made by or on behalf of the other party before this Agreement was entered into.
17. Except as required by statute, no terms are to be implied into this Agreement (whether by custom, usage or otherwise).

18. This Agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement.

19. This Agreement may only be amended by an agreement made in writing and signed by both Parties.

This Agreement is made on 15th August 2018

For and on behalf of FLEXIFLY AIRCRAFT HIRE LIMITED (“the Owner”)



Signed:

Name: Mr William Ernest Graham

Position: Director

Date: 15th August 2018

For and on behalf of PROPS AWAY LIMITED (“the Co-Ordinator”)

Signed:

Name:

Position:

Date: