



LS Airmotive Ltd

LSA Flight School Terms and Conditions

Revision 03





The following document details the terms and conditions set by LS Airmotive Limited, henceforth referred to as Fly LSA, which are provided to all instructor and pilots who use any of our facilities. We ask that you take the time to read through this document and put forth any queries to info@limasierra.org.

Below are definitions for terms used throughout the document, listed here to avoid confusion:

Agreement – The Agreement for the of hire of an Aircraft and the terms and conditions corresponding with it.

Aircraft – The aircraft (including the aircraft's documents, pilot's operating handbook, avionics, equipment and any aircraft parts) which are leased to, owned or operated by Fly LSA and made available to our members upon agreeing to our terms and conditions.

A.N.O – Air Navigation Order

Booking – Booking shall be done via the online booking system, or by correspondence with a member of staff at Fly LSA.

Booking System – The online booking system used by Fly LSA and made available to both our members and instructors, for the use of booking the hire of our aircraft.

CAA – The United Kingdom Civil Aviation Authority

E.A.S.A – European Aviation Safety Authority

Flying Club – The private flying club operated by Fly LSA that enables members to use both our aircraft and our facilities.

Fly LSA – LS Airmotive Limited, Company number 52230, registered office: 25a Market Square, Bicester, England, OX26 6AD. Operating address: hangar 2, Oxford Airport, Kidlington, Oxford, OX5 1RA

Hire – The hire of an aircraft under terms and conditions

Hire Charges – The charge for hire of the aircraft, (for clarity, this does not include the use of our instructors nor does it include additional charges). The charges of our aircraft hire are posted in public view on our social media pages, and will have been quoted to members.

Intellectual Property Rights – All patents, copyrights, design rights, trademarks, service marks, trade secrets, database rights and other rights in the nature of intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.

Member(s) – A person registered to Fly LSA

Premises – The facilities and location of Fly LSA, including the LS Airmotive limited office, classroom and hangar space

S.E.R.A – Standardised European Rules of Air

Website – The website operated and maintained by Fly LSA for the benefit of new customers and members, URL <https://www.limasierra.org/>



1. Member Obligations

Below are the list of obligations members shall agree to in order to use our facilities and aircraft. It is important they are read through and understood thoroughly to ensure both parties understand what is expected of them. If you have any queries, please enquire at info@limasierra.org.

- 1.1.1 I agree to the following terms and conditions set out by Fly LSA.
- 1.1.2 At the time of any hire, I am aware that the aircraft is available to me solely for the purposes of hire or training.
- 1.1.3 I understand that I am solely responsible for checking the airworthiness of the aircraft and ensuring all of the documentation is valid before every flight
- 1.1.4 I understand that before every flight I must book out with the tower using the phone number 01865 290650 or by using the online form <https://forms.gle/ziBUea2qQYn6ruXS6> the pin for which will be provided by Fly LSA
- 1.1.5 I will record any and all defects on the technical log upon returning to the premises, additionally I will fill out the technical log with the appropriate details of each flight (destination, flight time etc.)
- 1.1.6 I will not undertake any flight if I doubt the airworthiness of the aircraft, nor will I undertake a flight that would render the aircraft outside of its next scheduled maintenance task.
- 1.1.7 I will not attempt to transfer ownership, lease, sub hire or otherwise make the aircraft available for commercial gain
- 1.1.8 No one will service or repair/modify any of our aircraft without prior written permission from Fly LSA
- 1.1.9 I will fly the aircraft in accordance with the flight manuals.
- 1.1.10 If I am licenced pilot, I ensure that I hold a current flying certificate issued by the CAA or EASA which is not under suspension or subject to revocations. In addition, I am able to provide proof of this when asked to by Fly LSA.
- 1.1.11 If I am a licenced pilot, I ensure I have a valid medical issued by the CAA which is not under suspension or subject to revocations. In addition, I can provide proof if asked to by Fly LSA.
- 1.1.12 I ensure that I am appropriately rated to fly and hold valid certification to fly the aircraft and I also hold the correct certification and ratings to fly my intended flight. If I am not, I ensure I am authorised by a qualified instructor operating under the terms of their own valid licenses, refer to 1.1.16
- 1.1.13 I am in compliance with CAA (ANO) and or EASA (SERA) Aviation regulations governing recency and currency of experience and my pilots license is endorsed with a current certificate of experience appropriate to my flight experience and ratings.
- 1.1.14 Before hiring our aircraft, I will comply with the mandatory check flight with a Fly LSA instructor who has approved me to act as pilot in command. Furthermore I agree that I will read the relevant Aircraft operating manuals before conducting any flights.
- 1.1.15 Whilst hiring our aircraft, I will not allow it to be operated by another person or persons without prior permission from a staff member of Fly LSA
- 1.1.16 If I am a student pilot with a current medical issued by a CAA approved doctor, I will obtain authorisation from my qualified LSA flight instructor before going solo in our aircraft.
- 1.1.17 I will comply with the pilot's order book, paying particular attention to currency requirements, defects, local operating procedures, and weather minima .
- 1.1.18 I ensure I do not have a criminal record.
- 1.1.19 I have not been involved in an aircraft accident or incident whilst acting as Pilot in Command or Co Pilot of the aircraft in the past 5 years.



- 1.1.20 Nor have I been involved or prosecuted regarding any flying offence that has not been acknowledged by Fly LSA in writing.
- 1.1.21 At the end of my hire, I will ensure the aircraft is brought back to Fly LSA in the condition I hired it in (save for wear and tear).
- 1.1.22 When operating Fly LSA aircraft, I will not land on or perform any touch and go's on any grass runways, nor will I taxi across grass when unnecessary, without prior permission from Fly LSA.
- 1.1.23 I may be responsible for additional charges if I return the aircraft I have hired on a different date or time than detailed on the booking system.
- 1.1.24 There may be additional charges put to me if I land away from Oxford Airport, or if I require an instructor.
- 1.1.25 If I cannot return the aircraft I have hired, for any reason, I agree to pay Fly LSA for any losses they may have suffered.
- 1.1.26 Fly LSA reserves the right to repossess the aircraft I am hiring without notice if the aircraft is parked illegally, thought to be abandoned, used in violation of the law or if Fly LSA believes the user has breached any of the agreements set out in this document.
- 1.1.27 I am responsible for any uninsured damage or loss of aircraft. I accept responsibility to inspect the aircraft prior to my hire of it and bring any damages to the attention of Fly LSA prior to any flights.
- 1.1.28 Should the aircraft require any emergency repairs, I understand that I should contact Fly LSA on 07961041294 for instructions. If no contact can be made, and the repair can be completed for £100 (one hundred GB pounds) or less, I may authorise the repair by a licensed aircraft engineer and shall be reimbursed by Fly LSA for the repair. I also understand that flights will not be undertaken when repairs need to be done on the aircraft.
- 1.1.29 I will be responsible for any repairs which are not authorised by Fly LSA and I understand that Fly LSA will not reimburse me for any unauthorised repairs.
- 1.1.30 It is the pilot in commands responsibility to comply with all seat belt and child safety laws.
- 1.1.31 I will not use any cleaning fluid or materials on the aircraft unless otherwise given permission by Fly LSA.
- 1.1.32 The minimum period of membership is 12 months
- 1.1.33 My membership may be terminated by Fly LSA without notice or reason, or for any breach of the contract
- 1.1.34 I understand that my telephone number and email address may be shared with other members of the club, as well as to the police, CAA or a similar authority
- 1.1.35 For the legal operation of the aircraft, under the terms of the insurance policy my liability to damage covered by insurance is limited to the policy excess applicable at that time. I understand that the excess may vary between aircraft and insurers, I also acknowledge it is likely to increase for aircraft with over 4 seats.
- 1.1.36 I will not copy, modify or abuse the website or booking system.
- 1.1.37 The intellectual property rights of the booking system are owned by the proprietor. The intellectual property rights of the website belong to Fly LSA. I acknowledge that I have no rights over the booking system or website other than to use it in accordance with the terms of this agreement.
- 1.1.38 I understand that cancellation fees may apply to me.
- 1.1.39 I shall not disclose any passwords or passcodes for the premises, booking system or out booking system to any third party unless given prior permission from Fly LSA. I will inform Fly LSA immediately if I believe my passwords or passcodes have become available to any third party with or without my permission.
- 1.1.40 Fly LSA may collect and record my membership/personal information, my transaction history and details of my visits to the booking system.



1.1.41 I will not approach, lobby, recruit or attempt to sell anything including products or services to other members of the club with written permission from Fly LSA in accordance with GDPR.

2. Payments

This section details the expectation of payments made to Fly LSA for all of our members, and also what our members can expect from us. It is important this is read through and understood by our members so it is known what is expected of them. If you have any queries, please contact us at info@limasierra.org.

2.1.1 I agree to pay the hire charged as follows:

2.1.2 I agree to pay my charges in full within the specified date on my invoice.

2.1.3 Any flight readings I put in the technical logs for the aircraft may be subject to verification from a Fly LSA staff member.

2.1.4 I agree my charges may include, hire charges, landing fees, instructor fees, air traffic fees and any other amounts incurred as a consequence of my hire.

2.1.5 I understand that I am responsible for loss or damage to the aircraft and other third party property.

2.1.6 I acknowledge that any uninsured damage to the aircraft, or the cost of loss if any terms of agreement have been breached, regardless of fault, and all losses or estimated damage to the aircraft including loss of use, claims, processing fees, administrative charges, legal and other charges may be my responsibility.

2.1.7 I understand that if loss or damage to the aircraft is not covered by insurance, I will be solely responsible.

2.1.8 I understand if I direct my fees to be paid by another person or persons, if they are not paid on time I agree to pay them in full.

2.1.9 I understand that I will pay the insurance excess in the event of an accident. I acknowledge that this may be reclaimable in the event that the insurance company or Fly LSA or the registered owners of the aircraft recover the same from any other party or insurer.

2.1.10 I understand that the hire charged include fuelling. If for any reason I must refuel away from Oxford Airport, I will be reimbursed for the cost of the fuel on the condition that a fuel receipt can be provided as proof.

2.1.11 I agree that I will pay an amount equal to that of one hour of hire for any booking that is cancelled on the day of the scheduled flight. I understand that there will not be a charge if the delay or cancellation is due to weather or maintenance.

2.1.12 I agree that block hours, once purchased, are valid for one (1) year after the initial purchase.

2.1.13 I understand block hours are non-refundable, except in the circumstance of the aircraft being unavailable due to prolonged maintenance.



3. Prohibited use of aircraft

By agreeing to our terms of service, members ensure that NONE of our aircraft will be involved for the following purposes, and that if any clarification is needed contact is made via email (info@limasierra.org) or appointment.

- 3.1.1 I agree that none of the aircraft used by Fly LSA will be flown by any person other than myself or another person who has already been checked by one of Fly LSA's qualified instructors.
- 3.1.2 The aircraft will not be flown under the influence of drugs or intoxicants or any other substance that is known to inhibit judgement or piloting ability.
- 3.1.3 The aircraft will not be flown for any illegal purposes.
- 3.1.4 No aircraft will be flown by individuals who have provided Fly LSA with false information, for example a false name, age, address or any other misleading information.
- 3.1.5 I acknowledge that abusive or reckless behaviour whilst operating any of Fly LSA's aircraft is unacceptable.
- 3.1.6 Aircraft will not be flown outside of English borders without prior written permission from Fly LSA, and that if I wish to fly outside of Britain, I will pay for the additional insurance needed.
- 3.1.7 Aircraft will not be involved in any displays, formations, races, competitions or aerobatic manoeuvres without prior permission from Fly LSA.
- 3.1.8 Aircraft will not be used for manoeuvres not approved by the appropriate pilots operating handbook.
- 3.1.9 Aircraft will not be operated on grass runways, nor will they be taxied over grass unless absolutely necessary.
- 3.1.10 Aircraft will not be landed on unimproved, unlicensed runways or airstrips without prior permission from Fly LSA. This consent would need to be given each time I wish to travel to an applicable location.
- 3.1.11 Aircraft will not be used in any way that is prohibited by the insurance policy.



4. Insurance

- 4.1.1 Liability Insurance – I understand that liability insurance is provided by the aircraft owner. This covers hire which is limited to certain details explained in their insurance policies. I understand that I am responsible for any uninsured liability, or amounts in excess of the policy limits.
- 4.1.2 Hull insurance – I understand that I am responsible for any damage or loss to Fly LSA aircraft operated outside of the terms illustrated in this agreement. I also understand that I will be responsible for any damage or loss that is not covered by the insurance policies, as well as any deductibles. And for damage that is covered, I will be responsible for deductibles and any portion of the damage that is not covered.
- 4.1.3 Contents insurance – I am responsible for any loss or damage to any contents in the aircraft regardless of fault as there is no contents insurance.
- 4.1.4 Accidents and Claims reporting – I will immediately report any kind of accident to Fly LSA and, if necessary, the local police, CAA and air accidents investigations authority or similar aviation authorities in the country the aircraft accident occurs in, as required by the CAA. In addition, I will deliver to Fly LSA any summons, complaint, or any documentation relating in any way to the aircraft rented in this agreement, involved in an accident or violation. I will cooperate fully with Fly LSA and its insurer or the insurer of the aircraft operator, if any, to investigate and defend any claim or lawsuit.
- 4.1.5 Personal Property – I understand that Fly LSA is not responsible for the damage or loss of any of my personal property, even if the property is in possession of Fly LSA. Regardless of who is at fault, I will be held responsible for my personal property.
- 4.1.6 Fines and Penalties – I will pay all fines, penalties and costs imposed for violation of any law relating to the aircraft I am hiring. This includes any legal expenses incurred in connection with handling these matters. I will report any such violations to Fly LSA immediately.
- 4.1.7 Medical Insurance – I fully understand that Fly LSA is not responsible in any way for any medical expenses I may incur as a result of my hire or as a result of an accident during my period of hire.
- 4.1.8 Insurance Documents – I understand my right to check the validity of any insurance documents prior to my hire

5. Severance

- 5.1.1 If any court or competent authority finds any part of this agreement to be invalid, illegal or unenforceable, that part of the agreement may be deemed to be deleted without affecting the validity of the rest of the document.
- 5.1.2 If any part of this document is deemed invalid, illegal or unenforceable however would be valid if some part of it were to be modified, the modified provision will apply with the minimum amount of modification necessary to make it legal, enforceable or valid.



6. Appendix

6.1.1 To be applied to section 1 “Member Obligations” of LSA Flight School Terms and Conditions
I agree to adhere to and follow any Covid guidelines set forth by Fly LSA in the “Covid Risk Assessment”
document.

Adopted 28/01/2021 Revision 2