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1505 Gauteng, South Africa
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Email: team@skyafrica.com
Or reservations@skyafrica.com

Reisen (PTY) Ltd (the Company)

AIRCRAFT HIRE AGREEMENT

The Hirer agrees to hire aircraft and services from the company as follows

HIRERS NAME

ADDRESS.....

TEL;

AIRCRAFT REGISTRATON: ZS-

1. Rates:

Table with 3 columns: Hire rate, Period of hire, Payable in. Includes options for DRY/WET and ADVANCE/INSTALLMENTS/OTHER.

Form with two boxes for: MINIMUM HOURS TO BE FLOWN DURING THIS PERIOD and MINIMUM HRS PER DAY OF HIRE

Extra hours flown will be charged out at above rate
The period of hire is not to be exceeded without explicit permission from the company in writing.
The company reserves the right to cancel the contract should payment conditions not be met in full as agreed
Should the aircraft be retained for longer than stated as the above hire period at a minimum of 3 hrs per day will be come due and payable.
Sky Africa general conditions apply and the hirer herewith agrees that they are familiar with these
Pilots are to please retain copies of all fuel slips so that we are able to reconcile running costs.
All other costs of whatsoever nature fees i.e. landing, approach, navigation, parking, over border crossing, are payable directly by the Hirer.
Should any cost not be ether pre-paid or directly paid to the company, other relevant parties and authorities by the hirer then the following applies.

SKYAFRICA is hereby given unreserved permission to charge and draw down any of above costs, charges, rates of whatsoever nature to the Hires Credit cards this given as:

Form fields for: First Cardholder, Card, Card Nr, Expiry, Validation Number

Special Note:

It is the hirers responsibility to ensure that pilot in command flying our aircraft are suitable licensed in terms of all applicable Air Navigation Regulations and that the aircraft is operated in accordance with all applicable Air Navigation Regulations (ANR's).

Flights have to be carried out strictly adhering to the relevant laws of the countries visited, especially with regards to clearances, permits ANR's etc. which might be required for flights to the various locations visited by the hirer.

2. Aircraft General Equipment List:

- Aircraft Ignition/Baggage/Door Key
- Flight Folio
- Current Certificate of Safety
- Current Certificate of Airworthiness
- Current Certificate of Registration;
- Current Radio License
- Current Mass and Balance
- Owners Manual
- Fire Extinguisher
- Tie Down Straps
- Fuel strainer
- Pitot Cover
- Custom-made Aircraft Windscreen covers
- New F.A.K.
- Signal Strips

3. Notes regarding the aircraft:

You will have noticed, these aircraft are newly refurbished and are rather well kitted out. We are proud of our aircraft and work extremely hard to keep them in this good working order. We kindly ask you to request of the flying pilots to heed the following in order to keep the aircraft in their pristine condition:

- Always replace the:
- pitot cover
 - Aircraft Windscreen and body cover
- Please:
- chock the aircraft
 - use the tie down straps if possible/available
 - lock the controls with the seat-belt
 - LOCK the aircraft
 - fill in the flight folio as well as the fuel roster accurately

DO NOT CLEAN THE WINDSCREEN AND WINDOWS WITH RAGS OR SPONGES, USE SOAP AND BARE HANDS OR THE SHEEPSKIN GLOVE PROVIDED PLEASE!
Your co-operation in this regard is highly appreciated!

4. Insurance:

These aircraft are all insured for private use and only rated Pilots are to fly our aircraft.

No operations in and out of unlicensed Airfields are permitted without the written permission of the company. Flights into areas designated as the O'kavango delta, the Lesotho mountains or other Southern African countries are prohibited unless specifically agreed too in writing by SKY and Sky's insurers.

Excess insurance to cover R 60000.00 must be taken out by the Hirers PIC

Should there be any problems that arise please contact one of the following people:

- | | |
|-------------------------|---|
| General: | Karl Finatzer 082 563 3314
Barbara Finatzer 082 563 3318
Paul Lamond 082 563 3316 |
| Technical problems/AMO: | Tony Meyer at WAT Lanseria:082 924 3391 |

5. Important notice:

We want our clients to be happy and in no doubt as to certain conditions, that are an integral part of our offer. The below conditions are an extract of our general conditions of contract which are deemed to have been read, understood and fully accepted by the client and or his authorized representative

Hence, we summarize some salient point again for clarity:

- * Please check our offer carefully and make sure that you fully understand what it entails.
- * Any questions please rather come back to us before you pay for the trip; we do not want any misunderstanding spoil your trip.
- * Once you have booked and paid for the trip you are not entitled to refunds other than the ones stated in above paragraph4.(GCC)
- * **SKY** takes no responsibility for delays, inconveniences, cancellations and resulting costs caused by factors beyond our control
- * **SKY** takes no responsibility for delays, inconveniences, cancellations and resulting costs caused by mechanical or operational difficulties pertaining to operation of aircraft
- * Unsuitable flying conditions can disrupt, delay, or even make it impossible to fly all, or a portion, of the tour.
- * **Bad weather risk** is entirely the clients. **SKY** has booked and paid the Aircraft owners as well as for accommodation and activities hence do not expect a re-fund.
- * Take out a good cancellation insurance that will take care of any financial loss incurred

* Flying skills

If you are a pilot flying an aircraft make sure that you arrive in South Africa current ready and fit to fly the trip. Be aware that the standard of flying in South Africa is high when compared with other countries and safety will not be compromised.

Should a **SKY** instructor or examiner conclude that your flying skills are not proficient enough to conduct the journey safely; **SKY** shall have the right at any time at its sole discretion to cancel the client's journey without any re-funds or made to the client.

- * **SKY** shall have the right at any time at its sole discretion, to cancel or curtail the Tour or to make alterations of route, accommodation, aircraft and price details. Any extra expense incurred as a result thereof shall be the responsibility of the client.
- * Take out a good cancellation insurance that will take care of any financial loss incurred

* Financial:

Do not expect to fly or drive off unless

- All due payments have been confirmed received by **SKY**
- All legal, theoretical, practical requirements regarding flight operations have been fulfilled.
- All documents and indemnities are signed and proper insurances are in place
- All required security deposits are paid and credit card details are in place

6. General conditions and Indemnity

1. The terms "Aircraft" shall mean the aircraft hereby hired with all equipment, accessories and appurtenances unless inconsistent with the context thereof.
2. The term "The Company" shall mean Sky Africa and its employees. Officers or other representatives thereof.
3. The Hirer and the Pilot/Pupil shall pay the Company's charges for hire as set out in the schedule of charges on the face hereof immediately on presentation of this invoice unless otherwise arranged prior to hire.
4. The Hirer and the Pilot/Pupil hereby acknowledges that the Aircraft was delivered to him/her by the Company in good order and repair with its appurtenances in working order and he/she undertakes that while the Aircraft is in the possession of the Hirer and the Pilot/Pupil to provide at his own expense the necessary materials to operate the Aircraft and to use, maintain and care for it in a proper manner and shall return it to the Company in the same condition as it was when delivered to him/her, fair wear and tear expected.
5. The Hirer and the Pilot/Pupil is responsible for correct information of flight time, either by Hobbs meter or in the absence of such a meter, the Tachometer and watch will be accepted. The Company's decisions will be final and binding in case of a dispute.

6. The Company shall not be obliged to allow any extension of time of the specified period of hire. Should the Hirer and the Pilot/Pupil wish to extend the term of hire he shall notify the Company before this agreement expires and in the event of the Company agreeing to the extension he/she shall pay the additional hire charges in advance.
7. Place of Hire is Brakpan airport FABB and the hirer has to return the aircraft to Brakpan at the date stated above. Should the Hirer for whatsoever reason fail to return to the place of hire the Company will undertake such return and the hirer hereby consents that he will be liable for cost of such return
8. The Hirer and the Pilot/Pupil and their passengers indemnify the Company, its instructors and/or any of its office bearers against any claims of whatever nature and however arising which may be made against Sky Africa, the Company and/or any of its office bearers resulting from the use of the Aircraft while it is in the possession of the Hirer and Pilot/Pupil including claims which may be attributed to acts or omissions of Sky Africa, the Company and/or any of its office bearers.
9. In the event of the aircraft being damaged for whatever reason, the Hirer and the Pilot/Pupil shall be liable to pay for the excess amount and any other costs which may occur as a result of such damage or accident in which the current Aircraft Insurance Policy does not make provision.
10. The Hirer as the case may be and the Pilot/Pupil warrants that he is fully licensed/rated, if applicable, for the hired Aircraft and subsequently fully familiar with the operation of the Aircraft.
11. The Hirer as the case may be and the Pilot/Pupil warrant that he/she understands and abides by all current air navigation regulations of the Republic of South Africa and the Company.
12. The Hirer and the Pilot/Pupil undertake to pay all landing fees and other Airport customs and immigration fees, etc.
13. No person other than the Hirer and/or Pilot/Pupil and/or Sky Africa co-instructors shall pilot the Aircraft during the period of hire or any extension thereof without the written approval of the Company.
14. The Hirer and Pilot/Pupil hereby select *domicilium citandi et executandi* for service of all notices and legal processes arising out of this agreement at any one of the Hirer's addresses referred to on the face of this agreement. The parties consent further in terms of section 45 of act No. 32 of 1944 that any Magistrate's Court having territorial jurisdiction over them with the Republic of South Africa shall have jurisdiction in respect of all proceedings under this agreement although the subject matter or cause of action would otherwise be beyond such Court's jurisdiction.
15. In event of the Hirer being a firm, partnership, Corporation, Company, voluntary Association or club, the signatory to this agreement of Aircraft Hire hereby warrants and undertakes that he/she has the necessary authority to enter into the agreement.
16. The Hirer and Pilot/Pupil acknowledge that they know and understand the contents of this document and are conversant with the English language.
17. The liability of the Hirers and Pilot/Pupil in terms of these conditions shall always be joint and several.
18. The Company reserves the right to at any stage and at the Company's sole discretion to withdraw and to repossess the aircraft from the Hirer should the Hirer display gross negligence, incompetence and bad airmanship.
19. The hirer shall be liable for any costs and losses incurred by the company resulting from such gross negligence, incompetence and bad airmanship.

7. SECURITY DEPOSIT

Be aware that a Security deposit of ZAR 10000 (ten thousand) is due and payable before the Aircraft will be handed over to the client.

This deposit can be made in form of cash or by credit card.

This deposit will be refunded to the client provided the aircraft is returned to home base undamaged and on time.

Damage to the aircraft and other costs occurred, caused by the pilot/hirer due to negligence, ignorance bad airmanship or incorrect operation or other reasons will be charged out at cost plus 15% handling and administration fee.

Signed for the Company

Signed for the Hirer and PIC

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Who warrants that he/they is/ are authorized to do so

On this, the.....day of 200 At

