



GLIDER-RENT

Rental Terms

I. Booking and Payment

1. The minimum rental period is 2 days.
2. The Rental terms are accepted when the contract is signed.
The date of signing this contract is the date of booking.
3. The payment of the pre-payment must be made within 14 days from signing this contract by the renting party.
4. When the subject matter is booked "last minute" (within 14 days of the first rental day) the pre-payment must be accomplished a.s.a.p..
5. The pre-payment is no initial payment for rental and will only be returned or deducted from the total end invoice sum if all obligations have been met by the renting party and when the subject matter has been received in good conditions by the rental company.
6. The payment of the end invoice must be accomplished within 14 days after receiving the invoice.
7. The discount will be deducted over the total end invoice sum, only if all obligations have been met by the renting party and when the subject matter has been received in good conditions by the rental company.
8. Payments (other than pre-payment) can only be accomplished through Bank transfer.
9. If the renting party does not comply with the payment regulations, the rental company can involve the renting party in any proceeding.

II. Basics and Rules

1. From the beginning of the rental period the glider will be provided airworthy and the trailer roadworthy.
2. All instruments, equipment and accessories will be provided in good usable condition unless otherwise mentioned.
To prevent problems the items need to be checked and counted before return.
At return the items must be sorted, cleaned and ordered in/on their provided place.
3. A Pick-up/Return date will be evaluated as an Official Rental day!
4. No drilling, bonding, writing nor applying of additional tapes, stickers, paints or markings on the subject matter.
Only a country flag sticker with or without additional name of pilot is acceptable (competition).
5. Suction cups (with PDA or action camera) are allowed as long as it is handled with great care (see section IV point 9).

6. No connection of other devices to the instrument panel or the onboard electrical circuit.
7. In case of suspicion of Fraud, we are free to investigate the administration of the glider.
We can track down possible fraud by comparing the Flarm database, the LX flight computer and the flight log.
Fraudation in the aviation is strictly forbidden and when this is done with premeditation a notification will be made to the national authorities of the renting party and to the national authorities of The Netherlands.
8. All costs associated with the use of the subject matter during the rental period are at the expense of the renting party.

III. Requirements and Responsibilities

1. The minimum requirements for flying our LS4a are:
 - Valid Medical;
 - Minimum of 50 solo launches in a fiberglass glider
2. The renting party can designate any other PIC as long as the designated PIC meets the minimum requirements stated above.
By this the designated PIC commits itself to all mentioned rental terms, for example in club use (see section III point 3).
3. If the renting party consists of more than one person on any time during the rental period, the renting party will always be held liable for any damages, defects or any other abnormalities.
4. It is the PIC's own responsibility that he or her constricts himself to the "IM SAFE" check and that they meet the above stated minimum requirements as well as being capable of flying the mentioned glider.
5. For towing the trailer: the renting party must make sure that the vehicle, towing installation, and the driver comply with all minimum legal requirements.
6. The renting party commits itself to treat the subject matter carefully, and to operate it in accordance with the valid Manufacturers Flight Manual as well as in compliance with the applicable Aviation Regulations or other Regulatory Requirements.
7. The Renting party is responsible for maintaining airworthiness of the glider as well as maintaining roadworthiness of the trailer during the entire rental period, and must return the subject matter in the same state as found on acquisition.

IV. Insurance and Damage

1. The insurances remain valid during the whole rental period.
The glider is hull insured, with an own risk of €2500,-/case.
The option to lower the own risk to €1000,- requires an additional fee to the renting company of €150,-.
The trailer has an own risk of €1000,-/case.
The own risk includes:
 - The fall due no-claim
 - The gliders value reduction
 - Loss of income
 - Handling Fee
2. The glider is third party liability insured with a statutory coverage.
The trailer is provided with a green insurance liability card.
When connected behind any EU registered car, the car needs to have a public liability insurance.
The user ensures that his public liability insurance is also valid for a trailer when towing a trailer.
The rental company is not in any way legally liable for damage caused by or to the renting party.
3. In case of damage or defects to the subject matter the renting party is not allowed to use the subject matter if this can lead to aggravation of the damage/defect or the reduction of (flight or road) safety.

4. Any damage will and can only be repaired by the rental company's service station or any other service station that is designated by the rental company.

For Glider:
Service Center Terlet BV
Info@sct-terlet.nl

For Trailer:
A. Spindelberger Fahrzeugtechnik GmbH (Cobra trailers)
Info@cobratrailer.com

5. In all cases the renting party is obliged to pay for all work executed by our service stations putting the subject matter in a condition equivalent to that the renting party found at acquisition to the maximum amount of the own risk.
6. The renting party will reimburse all costs not covered by the insurance to the maximum amount of the own risk.
7. In case of substantiated reason to suspect that incorrect usage (on ground or in the air) of the subject matter (e.g. incorrect ground handling, hard landing, ground loop, gear up landing, trailer accident etc.) led to a hidden damage, the renting party commits itself to induce an inspection by our service station (section IV point 4).
The renting party takes notice of the fact, that he will be called into account for any additional costs and/or possible consequential losses.
8. For all instruments, equipment, accessories and all other that fits to and comes with the subject matter with indications of wear or damage, being lost, partly lost or stolen, caused during the rental period, must be reimbursed by the renting party.
9. In case of a scratch, crack or any other deformity to the canopy (judged by the rental company), the renting party is obliged to pay the full own risk to the rental company.
10. If abnormalities, damage, theft or any other losses arise at the subject matter during the rental period, the renting party is obliged to contact the rental company immediately to report and coordinate the solution of the problem.
The renting party is always held liable and committed to financially compensate for the abnormalities, damage, theft or other losses.
11. In case of damage to the subject matter, pick-up can be arranged according to section VI point 5.

V. Handling of subject matter

1. The renting party is obliged to do a rental inspection at the start and at the end of the rental period.
This inspection will be no other than the regularly daily / A inspection.
All defects or damages (abnormalities) found during these inspections, need to be passed to the rental company.
The rental company has a list with current abnormalities to the subject matter and will compare it with the found abnormalities by the renting party.
All defects or damages (abnormalities) made during the mentioned period will be taken into account and need to be reimbursed by the renting party.

If the renting party forgets to do so (Rental inspection), after its rental period they are charged with all defects or damages (abnormalities) found by the rental company, or by the next renting party at their start rental inspection.
2. It is strictly forbidden to Park the glider outside overnight without it:
 - Being de-rigged and put back in the trailer.
 - Being put in our Clouddancer "Uncuttable" Covers or any other equivalent quality covers (after approval of the Rental Company) and properly secured to the surface.
 - Being put in a sealed hangar.
3. When using our Clouddancer Covers, the cover set needs to be completely dry before packing and folding (window wiper is found in trailer).
Taking off and drying them on the ground by the sun or drying them in the trailer is not allowed.
It is not allowed to lay, drag or place the covers anywhere else then on a dry and clean object/place or preferably, putting them back in the cover bag (to prevent dirt or grass from entering in/sticking to the covers) .
4. When the trailer is being used in stationary position, the vertical swing-down supports need to be used and it is not allowed to use the lower door.
The handbrake also has to be pulled when using the trailer.

5. When closing the trailer, the front door must be open to prevent damage to the glider instruments by air compression.
6. When the trailer is not used during transport, all doors and latches, and the trailer itself, need to be closed and locked.
7. If there is a provision available (on the field) to anchor the trailer, the renting party is obliged to use it.
8. At the end of the rental period the subject matter must be perfectly cleaned (also underside of fuselage!).
If this is forgotten, the renting party commits itself to paying for the cleaning hours at €50,- incl. VAT per cleaning hour.

VI. Pick up and Return

1. Collection and return of the glider and trailer will take place at Breda International Airport.
2. If the renting party collects the subject matter any date later then the appointed pick-up date, no claims can be made on the rental company and the renting party is committed to pay for the full rental period.
3. The renting party complies with the appointed return date of the subject matter.
If the renting party does not comply with the stipulated return date, they are charged with additionally paying €100,- incl. VAT per exceeded day.
4. The rental company cannot be held liable for any costs deriving from the pick-up nor return of the subject matter.
5. Should the return of the subject matter not be possible by the renting party, the rental company must retrieve the subject matter by itself or through a designated party.
In either case the renting party has to take over these costs of €50,- incl. VAT per commenced driving hour plus €0,19 incl. VAT per kilometer.

VII. Cancellation

1. With Cancellation of booking the renting party is charged with a price based on a percentage of our fixed "day" glider price and the selected equipment price per day.
Percentage is calculated over the booked rental period.

6 months or more *	10%
4 to 6 months *	20%
3 to 4 months *	40%
2 to 3 months *	60%
1 to 2 months *	80%
0 to 1 month before first rental-date *	100%

*till first rental day
2. In case of damage to the glider and/or trailer before the starting of the rental period, the charter can be cancelled if the glider and/or trailer is not repaired in time or any other glider and/or trailer (being the same type) is not ready for the rental period.
If this occurs, the renting party is exempted of any cancellation costs arising from the cancellation by the rental company and the pre-payment will be refunded.
3. The made pre-payment for the rental period will always be deducted from possible cancellation costs of the period, since the pre-payment has already been paid.
4. In the exceptional case the rental cannot take place because of a force majeure, the renting party will not be charged for any of the above stated cancellation costs.

IX. Seizure

1. In case of any seizure of the subject matter during the rental period, the renting party is obliged to fulfill and follow the rental terms, including those for payment of the rental period, up to the moment that the subject matter is free again of any seizure and returned back to the rental company.
2. The rental company can never be held liable for any costs deriving from the seizure.

X. Rights of the Rental Company and Liability

1. The rental company is free to change the Rental terms and contract at any time.
These changes will become valid for rental periods starting from the revision date of the terms.
Rental periods before or periods still going will not be affected by the change and will be evaluated by the older version valid at that time.
2. Should any provision of this contract be or become invalid, thereby the validity of the remaining provisions shall not be affected.
The relevant invalid provision shall be replaced by a valid provision which meets the original economical intension at the best.
3. The rental company has the rights to cancel the rental period at any time.
4. The rental company can never be held liable for any direct nor indirect costs if the subject matter is not available nor too late available for the rental period.
5. The rental company can never be held liable for damage caused by or to the subject matter nor by or to the renting party during the rental period.
6. The rental company can never be held liable for damage caused by or to not removed items during the rental period.

List of used Terms

Subject matter: The glider, the trailer and all included equipment and accessories.

Renting Party: The signer of this contract.

Rental Company: Glider-Rent.

Rental period: The period of the rental lasting from the pick-up date till the return date of the subject matter.

PIC: Pilot in command.