

Victorian Soaring Association Cost Recovery Agreement – Gliding Simulators

Purpose

Where specific demand for the gliding simulators, hereinafter referred to as The Equipment, is created by identifiable individuals or clubs, a nominal charge should be applied to clubs to maintain the asset. The application of charging should not, however, adversely impact clubs or the activity for which the equipment is on loan. The cost recovery policy promotes consistent, transparent and accountable charging for maintenance and support of the gliding simulators.

The VSA agrees to hire the Equipment to the Club, in accordance with the following terms:

1 Prices and payment

The VSA agrees to hire the Equipment to the Club for a fee of \$15.00 per exhibition day / usage day. The fee is to be paid to the VSA for the support and maintenance of the gliding simulator equipment. Days required for Pick up, delivery and storage prior to and after the event will be free of charge.

2 Booking period

1. The booking period for the Equipment commences on the Start Date and terminates on the Return Date or when the VSA receives the Equipment from the Club at the nominated VSA return delivery address. Any extension of the Return Date must be authorised by the VSA, at its sole discretion.
2. It is the Club's responsibility to arrange prompt and timely return of the Equipment by the Return Date agreed and specified. Should the Club fail to return the Equipment to the VSA by the agreed Return Date, travel costs may apply for a representative to collect the Equipment.

3 Pick Up and Return of Equipment

Pick-up and Delivery of Equipment to the Club is to be arranged by the requesting Club and at the requesting club's expense.

4 Return of Equipment

1. Prior to returning the Equipment to the VSA, the Club must clean and pack the Equipment in accordance with the written instructions and sign off the Checklist.
2. Upon return of the Equipment to the VSA, the VSA will in its sole discretion identify if the Equipment is returned incomplete, damaged and/or not in good working order.
3. If the Defective Equipment is severely damaged, the VSA may request compensation to undertake the repairs.

5 Risk

The risk in the Equipment passes to the Club immediately upon delivery of the Equipment by the VSA to the Equipment Location. It is the responsibility of the Club to ensure the Equipment is used and stored in the correct and appropriate manner.

NB: The Virtual Reality simulator is not sufficiently robust to be used by children and is not a video game.

6 Club covenants

The Club acknowledges and agrees with the VSA that:

1. The Equipment will remain at all times the property of the VSA and the Club has no proprietary right or interest in the Equipment or any part of it except as expressly set out in these terms and unless otherwise agreed in writing by the VSA.
2. The Club will not sell, lease, hire, pledge or part with possession of the Equipment.
3. The Club will not modify the Equipment in any manner.
4. The Club will use the Equipment at its own risk, skilfully and in a proper manner and only for the purpose and within the capacity for which the Equipment was designed.
5. The Club will permit the VSA or its agents to enter the Club's premises where the Equipment is located at all reasonable times in order to inspect the Equipment and carry out repairs and maintenance to the Equipment.
6. The use of the Equipment is for the Club's use only.
7. The Club accepts full responsibility for the safekeeping of the Equipment and must guard against theft, damage or loss until it has been returned to the VSA.

7 Club Members / Training

1. The Club acknowledges and agrees that all club members or agents of the Club who use the Equipment must, before they use the Equipment, have received appropriate training by a VSA representative in accordance with the VSA's instructions.
2. Notwithstanding the above, the Club warrants to the VSA that all club members or agents of the Club who use the Equipment are aware of how the Equipment is operated and that they will comply at all times with any requirements stipulated in relation to the Equipment.
3. *The Club acknowledges that the Equipment is to be utilised as a training/demonstration tool for aviation and gliding related uses and is not to be used as a video game.*

VICTORIAN SOARING ASSOCIATION INC: ACT A0026788B

8 Guarantees

The VSA guarantees that:

1. the Equipment is in good working order and fit for the purpose disclosed by the VSA at the date of despatch; and

9 Limitation of liability and indemnity

1. To the extent permitted by law, the VSA, its director, members and/or agents will not be liable for any loss or damage of any kind whatsoever in relation to the Equipment.
2. The Club indemnifies the VSA from every liability, loss, damage, cost or expense directly or indirectly incurred or suffered or contributed to by:
 - (a) any workmanship or procedure performed by the Club or a third party; and
 - (b) any misuse, neglect or alteration by the Club, the Club members, the Club employees or any third party of the Equipment.

10 Entire agreement

These terms constitute the entire agreement between the VSA and the Club with respect to the hire of the Equipment.

11 Sign Out

Item 1:

Club Name:	
Address:	

Item 2:

Equipment:	VSA Wilksch Analogue Simulator	[]
	VSA Wilksch Virtual Reality Digital Simulator	[]

Item 4:

Start Date:	
Return Date:	

X	X	
Authorised Representative of the Club (please print)	Signature	Date

X	X	
Authorised Representative of Victorian Soaring Association (please print)	Signature	Date