

LAA Airworthiness Oversight Terms and Conditions

1. Definitions & Interpretation

These terms and conditions are supplementary to the attached permit revalidation application form and associated documentation. In the event of a conflict these conditions shall prevail.

“**LAA**” means Light Aircraft Association Limited incorporated in England under number 606312, having its registered office at Turweston Aerodrome, Brackley, NN13 5YD.

“**CAA**” means the United Kingdom Civil Aviation Authority.

“**Member**” means a fully paid up individual or corporate member of the Light Aircraft Association Limited.

“**Owner**” means the **LAA Member** listed as the registered as the aircraft owner with the United Kingdom Civil Aviation Authority.

The headings in these terms and conditions shall be deemed not to be part of this agreement and shall not be taken into consideration in the interpretation of this agreement.

2. Services

2.1 The **LAA** will provide the **Owner** with airworthiness services in accordance with the approval(s) granted to it by the **CAA**.

2.2 The **LAA** will process applications for the issue of a Certificate of Validity in respect of the aircraft’s Permit to Fly as issued by the **CAA**.

3. Conditions

The Owner warrants that he will:

- a. ensure that the aircraft is maintained in an airworthy condition and will only permit the aircraft to be flown if it is in an airworthy condition and complies with the legal requirements;
- b. follow the required LAA and CAA procedures with respect to maintenance, repairs and modifications, and will seek approval from LAA Engineering when necessary;
- c. ensure that all aircraft, engine and propeller log books are completed in accordance with the requirements of the Air Navigation Order;
- d. operate the aircraft in accordance with the Air Navigation Order and any other regulations legally in force;
- e. make the aircraft available for inspection by the LAA, the CAA, or their appointed representatives at any reasonable time;
- f. inform the LAA of any airworthiness or relevant operational issues with his aircraft;
- g. ensure that the owner and all co-owners of the aircraft are Members of the Association and abide by the LAA Rules and Regulations as published on the association website for the period that the LAA provides services under this agreement;
- h. ensure that the aircraft has appropriate insurance in place to satisfy the legal requirements and any additional requirements that the LAA might require for certain activities;
- i. inform the LAA immediately of any change of ownership of the aircraft.

4. Permit Revalidation

4.1 The **LAA** will only consider applications for the issue of a Certificate of Validity in respect of a an aircraft’s Permit to Fly

- a. where:
 - i. all permit maintenance releases since the issue of the preceding Certificate of Validity have been certified by a **LAA** approved inspector; and
 - ii. any permit revalidation inspections and airworthiness reviews have been conducted by a **LAA** approved inspector.
- b. except where:
 - i. the preceding Certificate of Validity was issued by a **CAA** surveyor; or
 - ii. the aircraft has been subject to an audit by an **LAA** approved inspector; and
 - iii. the aircraft has been accepted by the **LAA** Chief Engineer.

4.2 Upon the application for the issue of a Certificate of Validity, the **Owner** shall pay the standard permit revalidation fee for the category of aircraft as published in the association’s magazine from time to time.

4.3 In the event that the aircraft has not previously held a Certificate of Validity or that the preceding Certificate of Validity was not issued by the **LAA** then the **Owner** shall pay an administration fee in addition to the standard revalidation fee.

4.4 All fees are due at the time of application and payment in full must accompany each application.

5. Duration and Termination

5.1 This agreement will remain in force until it is terminated in accordance with sub-clause 5.2

5.2 Either Party may terminate this agreement by providing not less than seven (7) days prior written notice to the other Party. Upon termination the **LAA** will not refund any monies paid by the Owner under this agreement.

6. Liability

6.1 Clause 6 prevails over all other clauses and sets out the exclusive remedies and the entire liability of the **LAA** to the **Owner**.

6.2 Subject to sub-clause 6.3, it is understood and agreed the **LAA's** aggregate liability to the **Owner** and the **Owner's** sole remedy whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the total annual fees payable by the **Owner** to the **LAA** under this agreement and under no circumstances shall the **LAA** be liable for loss of profits, sales, revenue, reputation, goodwill or any special, indirect, incidental or consequential losses. The price stated for the fees is a consideration in limiting **LAA's** liability.

6.3 Notwithstanding the foregoing neither Party seeks to limit its liability for death or personal injury caused by its negligence or negligence of its employees. Neither party will be liable under or in relation to this agreement (whether for breach of agreement, negligence or any other reason and including any liability under any indemnity contained in this agreement) for any loss or damage to the extent that the loss or damage concerned could have been avoided by the other party had the other party taken reasonable steps open to it to mitigate its loss.

7. Force Majeure

7.1 The **LAA** expressly excludes liability for any loss or damage arising from any circumstances or any matter outside its control including (but not limited to) act of God, fire, Government of State, war, civil commotion, acts of terrorism, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature.

8. General

8.1 No variation to these Conditions by the **Owner** shall be binding unless agreed in writing between the authorised representatives of the Parties.

8.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the **LAA** shall be subject to correction without any liability on the part of the **LAA**.

8.3 No waiver by the **LAA** of any breach of the Contract by the **Owner** shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.4 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

8.5 The benefit of the Contract shall not be assigned by the **Owner** without the **LAA's** prior consent in writing.

8.6 These terms and conditions supersede any previous agreements or arrangements between the **LAA** and the **Owner** in relation to the provision of these services and represents the entire understanding of the Parties in relation thereto.

8.7 Any demand or notice to be given or sent hereunder shall be in writing and may be delivered personally or sent by registered or recorded delivery or facsimile transmission to the Party to be served at that Party's registered office or to a principal or last principal place of business of that Party. Any such demand or notice shall be deemed to have been served if delivered personally at the time of delivery, if posted at the expiration of 48 hours after the envelope containing same shall have been put into the post or if sent by facsimile transmission on despatch.

8.8 All contracts are solely between the **LAA** and the **Owner** and expressly exclude third party rights as defined by The Contracts (Rights of Third Parties) Act 1999. It is the **Owner's** responsibility to inform third parties of such exclusion and to indemnify the **LAA** against any such third party claims, proceedings, costs or expenses, which the **LAA** may sustain.

8.9 These terms and conditions shall be governed by the laws of England and subject to the jurisdiction of the English Courts.