



OUT OF HOURS INDEMNITY APPLICATION

In consideration of the permission relating to the use out of notified hours of Newtownards Airport to be granted to me/us by the Ulster Flying Club (1961) Ltd, I/We being the own or operator of the aircraft registered on this document acknowledge that in the event of making a landing at, or taking off from Newtownards Airfield outside the operational hours published in the UK AIP neither Air/Ground Radio Service facilities nor Fire and Rescue services will be available.

I/WE HEREBY UNDERTAKE AND AGREE

1. **TO MAKE NO CLAIM AGAINST the company or any member, officer or agent of the company in respect of personal injury** (including injury resulting in death) or loss of or damage to my/our aircraft or any property therein which may arise out of or in connection with the use of the airport pursuant to such permission, howsoever such injury, loss or damage may be caused;
2. **to indemnify** the company and any member, officer, servant or agent of the company –
 - i. **in respect of injury** (including injury resulting in death) to any member, officer, servant or agent of the company;
 - ii. in respect of any **damage to the runways or tracks of the airport and any loss of or damage to the company buildings, stores, equipment or other property thereon, including loss of use thereof;**
 - iii. **against any claim for personal injury, damage or loss** which may be made against the company or any member, officer, servant or agent of the company by any person whosoever including but without prejudice to the generality of the foregoing any passenger in my/our said aircraft and any tenant or licensee of premises on any airport;

Which may arise out of or in connection with the use of the airport pursuant to the said permission however such injury, loss or damage may be caused, except to the extent that such injury, damage or loss is the result of negligence or wilful act or omission of the company, its servants or agents whilst acting in the course of their employment;

3. **to pay the company a sum equal to any sum which may be paid by the company** in respect of the death or injury of any member, officer, servant or agent of the company which may arise out of or in connection with the use of this airport pursuant of the said permission, being a payment made in accordance with the conditions of service for the time being in force (whether legally enforceable or not) providing for the continuance of pay or for payment of sick pay of any allowance to or for the benefit of any member, officer, servant or agent of the company or the families or dependents;
4. and to maintain in force at all times throughout the period during which said permission is operative a valid policy of insurance covering all risks defined in paragraph 2 above, for each and every landing or take off by my/our said aircraft and to produce the said policy for inspection upon request. The expression "Claim" herein includes all actions, proceedings or demands including claims for costs.

CONDITIONS OF USE

1. The Standard conditions under which aircraft may land, be parked, housed or otherwise dealt with on the airport under the control of the company shall apply
2. Excepting appropriate club members, a pilot wishing to use the permit must contact the person in charge of the airport either by telephone, fax or in writing before the flight takes place.

3. The aircraft shall be covered by Third Party Insurance to a minimum value meeting or exceeding EU Requirements. Acceptable evidence of this insurance must be produced to the company for inspection upon request.
4. Landing charges will be paid at the rates under the conditions applicable. For this purpose excepting appropriate club members, the airport must be informed in writing of the details of the aircraft movement. All flights shall also be recorded in the "Booking-In and Booking-Out" ledgers.
5. This permission does NOT exempt the pilot from the requirements of the Prevention of Terrorism Act and any customs requirements. The pilot is responsible for ensuring that all such approvals are obtained before flight.
6. This permission may be revoked by the company in the exercise of its sole discretion at any time without prior notice
7. All local regulations should be observed and NOTAMS and AIP supplements should be consulted in addition
8. For a flight under Ulster Flying Club out of hours permission, the pilot must call the destination airport from a range of at least 10 miles on frequency 128.300MHz to check whether it is manned. If no reply is received, attempts to make RT calls should be continued to make your presence known to other aircraft in the vicinity.
9. The permit does NOT apply to any flights which require the use of a LICENSED AERODROME ie movements as defined in article 101 (2)(a),(b) and (c) of the Air Navigation Order 2000 (as amended).

NOTE: Those owners/operators who wish to apply for more than one aircraft may do so by submitting all of their aircraft details and required documentation at the same time on one application form.

Aircraft Details

Registration:		Aircraft Manufacturer:	
Aircraft Type:		Wingspan:	
Insurance Date:		Home Aerodrome:	

Owner / Operator Details:

Owner / Operator Name:			
Address:			
Signed:		Date:	

Ulster Flying Club Approval

Permission valid From:		Valid To:	
Signed:		Date:	