

MELBOURNE JET FIGHTER

FLIGHT INFORMATION FOLDER

STATUTORY MATTERS

PRE-FLIGHT PREPARATIONS

FLIGHT DESCRIPTIONS

TERMS AND CONDITIONS

PASSENGER DOCUMENTS

STATUTORY MATTERS

We operate ex-military aircraft in a civilian environment.

It is no small undertaking.

It requires strict compliance with the rules and regulations of the Civil Aviation Safety Authority (**CASA**) and the Australian Warbirds Association Limited (**AWAL**).

These specify all aspects of operating and supporting the aircraft.

They are designed to maximise safety, for us in the air, and those on the ground.

As part of this, we are required to fully inform you of the legal differences between flying in an ex-military aircraft and a civilian one.

Military aircraft are designed and built to a different set of standards to civilian ones, and as such cannot and do not comply with some civilian requirements.

This does not mean they are unsafe, just that they have been built to satisfy the demands of a military task rather than a civilian one.

Please carefully note and consider the following **CASA** message:

- When you fly in an ex-military aircraft you do so at your own risk.
- Any safety equipment provided by the operator of this aircraft must always be worn. The operator will provide you with information regarding its purpose, and directions for its use.
- The design, manufacture and airworthiness of the aircraft are not required to meet any safety standard recognised by CASA.
- This aircraft is not required by CASA to be operated to the same safety standards as an aircraft used for public transport or charter operations.
- A detailed and specific safety briefing will be given to the passenger before boarding the aircraft.

I have read, understood, and accept this section. (Signed)

PRE-FLIGHT PREPARATIONS

These consist of a general briefing on arrival, followed by a safety demonstration in the aircraft, fitment of personal equipment, and a flight briefing.

The **general briefing** following is prescribed by **AWAL**, (annex #5) and includes the following additional items to the **CASA** message shown in the 'Statutory Matters' section of this folder.

- This is not a charter or scenic flight, it is an 'Adventure Flight' and as such is not required to meet the same standards as other passenger carrying operations.
- The aircraft is an ex-military type and does not have normal civilian certification.
- For aerobatic flights, the manoeuvres to be expected include loops, rolls, and wingovers, which will cause you to experience positive and possibly negative 'G' levels. You may ask the pilot to cease aerobatics at any point.
- The aircraft has active controls in the passenger cockpit which must not be interfered with at any time. Your hands and feet must remain clear of the control column and rudder pedals.
- There is a voice activated intercom which only requires the microphone to be near the mouth to operate. You are encouraged to converse with the pilot, though you may be asked to hold conversation due to radio requirements from time to time.
- There will be several noises heard during flight and ground operations since the aircraft operating systems are largely pneumatic or hydraulic. For example, you will hear (and feel) the undercarriage retraction/extension.
- You will be shown how to operate your harness and canopy. Passengers must advise the pilot if they have any concerns about their harness or how they are feeling. The canopy must remain closed in flight, and only opened with the pilot's permission once on the ground.
- Passengers must be accompanied to and from the aircraft by staff.
- In an emergency, you must follow the instructions of the pilot, including instruction to exit the aircraft after releasing your harness and opening the canopy.

I have read, understood, and accept this section. (Signed)

The **safety demonstration in the aircraft** commences with a viewing of the video overview if you have not already done this. (<http://bit.ly/2GMOaFh>)

We will then proceed to the aircraft, where you will be shown all normal and emergency procedures applicable, and then asked to demonstrate items such as harness attachment and removal, canopy and parachute operation, and intercom functioning.

Fitment of personal equipment will then take place in the ready room, including suit/helmet/life vest and G-suit if required.

Flight briefing will follow, covering all aspects of the planned sortie, including discussion of the route, expected weather, and scheduled flight manoeuvres.



FLIGHT DESCRIPTIONS

The Flight Crew Observer Flight.

This consists of three phases.

Departure and cruise, five to ten minutes. Manoeuvring five minutes. Recovery and landing, fifteen to twenty minutes.

The time in the aircraft will be approximately thirty to thirty-five minutes. Flight time will be about twenty-five minutes (times can vary slightly, according to weather and air traffic conditions).

The flight route may vary for the same reasons.

After briefing you will then be installed in the aircraft with the assistance of your ground crew and pilot.

The normal and emergency features of the cockpit shown to you during training will be reviewed, with attention paid to ingress and egress procedures.

The flight will then proceed through engine start, taxi, and take-off, with your pilot keeping you informed of their various aspects.

After departure from Essendon we will climb initially to either two or three thousand feet, departing to the South via the city environs, enroute to the lower reaches of Port Phillip Bay.

During this cruise phase, you will be shown turns, climbs and descents, in a progressive manner, commencing gently, up to your levels of comfort.

This is the time to embrace the immersive nature of the goldfish-bowl like environment that is uniquely ours, manoeuvring around any clouds present, perhaps seeing familiar places from our vantage point.

In the manoeuvring phase, we will commence with a demonstration of varying 'G' forces, in a progressive manner, via medium and steep turns.

If you are comfortable, we will proceed to showing you some basic flight manoeuvres, commencing with gentle wingovers, and if desired leading to a looping and rolling sequence, as discussed during your training.

The recovery and landing phase back to Essendon follows.

This will be completed using standard civilian procedures.

On arrival, a de-brief shall be conducted.

The Candidate Flight Crew Flight.

This consists of four phases.

Departure and cruise, ten to fifteen minutes. Manoeuvring ten minutes. Simulated ground attack ten minutes. Recovery and landing, fifteen to twenty minutes.

The time in the aircraft will be approximately sixty to sixty-five minutes. Flight time will be about fifty minutes (times can vary slightly, according to weather and air traffic conditions).

The flight route may vary for the same reasons.

After briefing you will then be installed in the aircraft with the assistance of your ground crew and pilot.

The normal and emergency features of the cockpit shown to you during training will be reviewed, with attention paid to ingress and egress procedures.

The flight will then proceed through engine start, taxi, and take-off, with your pilot keeping you informed of their various aspects.

After departure from Essendon we will climb initially to either two or three thousand feet, departing to the South via the city environs, enroute to the lower reaches of Port Phillip Bay. During this cruise phase, you will be shown turns, climbs and descents, in a progressive manner, commencing gently, up to your levels of comfort.

This is the time to embrace the immersive nature of the goldfish-bowl like environment that is uniquely ours, manoeuvring around any clouds present, perhaps seeing familiar places from our vantage point. Ten minutes or so into the mission, we will be at seven thousand feet over the beaches of the Nepean Peninsula, with Cape Schanck to our left, and Port Phillip Heads to the right.

In the manoeuvring phase, we will commence with a demonstration of varying 'G' forces, in a progressive manner, via medium and steep turns.

If you are comfortable, we will proceed to showing you some basic flight manoeuvres, commencing with gentle wingovers, and leading to a looping and rolling sequence, as discussed during your training.

The simulated ground attack uses a small island in Port Phillip Bay as the designated target.

The aircraft is manoeuvred in a pattern that identifies the target, and then carries out a low-level high-speed ground attack run, followed by an evasive egress, assessing results.

The recovery and landing phase back to Essendon follows, using standard civilian procedures. On arrival, a de-brief shall be conducted.

TERMS AND CONDITIONS

These terms and conditions govern your booking for an adventure flight (**Flight**) with **SHORTSTOP JET CHARTER PTY. LTD. ACN 005 777 408 (Company)**, acting as Manager for Melbourne Jet Fighter, its officers, employees, agents, and contractors.

- 1 Acceptance of booking:** if your booking is accepted by the Company, you may participate in the Flight subject to complying with these terms and conditions. On acceptance, these terms and conditions form a contract between you and the Company.
- 2 Flight:** you acknowledge this is not a charter flight or scenic flight. The Company will supply the aircraft with a crew. Flights will be operated at all times, and in all respects in compliance with regulations and requirements as defined by the Civil Aviation Safety Authority (**CASA**), the Melbourne Jet Fighter and Short Jet Charter Operations Manual and Standard Operating Procedures, the specific aircraft Operating Manual, and any and all other relevant Australian statutes.
- 3 Schedule changes:** the Pilot-In-Charge (**PIC**) has complete discretion concerning the preparation of the aircraft and the Flight, whether to change or cancel the Flight and/or whether the Flight is to be redirected once undertaken in the event of emergency, dangerous weather conditions and other unexpected matters that are beyond the Company's control. The Company will use all reasonable measures to provide a replacement or alternative solution. If the Company is unable to reschedule a cancelled flight that is acceptable to you, we will refund the applicable costs.
- 4 Payment:** payment for the Flight must be made in full to the Company [7 days prior to the flight] and according to the payment method specified in the Company's invoice.
- 5 Pricing:** Flight prices are correct at the time of quote or publication. Price changes may occur by reason of matters outside of the Company's control which increase the cost of the Flight. Such matters include fuel price fluctuations and surcharges, taxes, and other relevant cost increases. The Company reserves the right to revise its prices and provide you with seven (7) days' notice of any proposed changes.
- 6 Booking confirmation and amendments:** it is your responsibility to check booking confirmation of your Flight, once received, for its accuracy and completeness, any discrepancies found in the booking confirmation should be communicated to the Company as soon as possible. A booking may only be amended by written confirmation of the Company.
- 7 Cancellation:** you may request your Flight booking be cancelled by providing at least 24 hours' notice to the Company. You will be charged 50% of the total cost of the Flight if you cancel a scheduled Flight with less than 24 hours' notice unless the costs in relation to your Flight booking is fully recoverable by us.
- 8 Civil Aviation Safety Authority (CASA) Regulations:** you acknowledge that in accordance with CASA CASR 132.150, the design, manufacture and airworthiness of the aircraft are not required to meet any safety standard recognised by CASA, and CASA does not require the aircraft to be operated to the same degree of safety standard as an aircraft used for regular public transport or charter operations.
- 9 Participation at own risk:** you accept and assume that there are inherent risks involved with the Flight, and the Company's liability to you is limited. The risks you will be exposed to during the flight include, but are not limited to, overexertion, airsickness, serious accidents, equipment failure and dangerous weather conditions. Such risks may result in personal injury, death, or property damage.
- 10 Declaration of fitness to participate** you declare that you are and will stay medically and physically fit and able to participate in the Flight. You declare that you will not scuba dive within 48 hours prior to the Flight. Due to the nature of the Flight, you confirm that you are agile enough to climb onto the wing of the aircraft and into the cockpit. You declare that you will immediately notify the Company in writing of any change to your fitness and ability to participate in the Flight. The Company will continue to rely upon this declaration as evidence of your fitness and ability to participate in the Flight.
- 11 Release and indemnity:** to the extent the Company is permitted to limit its liability under applicable laws, you agree to: (a) release and forever discharge the Company from all Claims arising out of or relating to your participation in the Flight; and (b) indemnify and will keep indemnified the Company in respect of any Claim by any person (including another participant in the Flight) arising out of or relating to your

participation in the Flight. In this clause 11 "Claims" includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence but does not include such claims made by any person entitled to make a claim under a relevant insurance policy.

12 **Exclusion of liability:** to the extent permitted by law, any statutory or other warranty, condition, description, or representation, express or implied as to the Flight is expressly excluded by the Company. If such liability cannot be excluded, then the Company's sole liability in its absolute discretion is to either supply the goods or services again or pay the cost of having them supplied again.

13 **Limitation of liability in relation to supply of recreational services:**

Warning under the Australian Consumer Law and Fair-Trading Act 2012 (Vic):

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair-Trading Act 2012**, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the **Australian Consumer Law and Fair Trading Act 2012** if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair-Trading Act 2012**.

14 **Your Conduct:** You must always follow the directions from the PIC. Any safety equipment provided for the Flight must always be worn. You must be accompanied to and from the aircraft by the Company's staff. If the PIC reasonably believes that your conduct may compromise the safety of the aircraft or health or safety of other persons, the PIC has the sole discretion to refuse, continue the Flight and/or eject you on the grounds of safety or security. In such event, the Company reserves the right to forfeit any monies paid by you and is not liable for any loss which you incur as a result.

15 **Dangerous Goods:** "Dangerous Goods" are forbidden on the Company's aircrafts. Dangerous Goods are items or substances that when transported by aircraft are a risk to health, safety, property, or the environment. More information is available in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations.

16 **Personal Information:** you authorise the Company to collect your personal information for the administration of the Flight, for security, legal, future marketing, and promotional purposes.

17 **Insurance:** the Company holds passenger liability insurance in the amount of \$1,000,000.00 AUD and third-party liability insurance provided by QBE Insurance in the amount of \$20,000,000.00 AUD.

18 **Image and video:** you acknowledge and consent to photographs, electronic images, and video of you being taken during the Flight. You acknowledge and agree that such images and videos are owned by the Company and that the Company may use the images for promotional or other purposes.

I have read, understood, and accept this section. (Signed)

PASSENGER DOCUMENTS

PASSENGER ACKNOWLEDGEMENT FORM (ANNEX 3)

In relation to the Adventure flight that I am about to undertake in L-39 VH-ZPM, I acknowledge that I do not have any undisclosed medical condition that may affect the flight, and;

I have been verbally briefed and understand the planned flight manoeuvres to be conducted, the safety features and equipment fitted to the aircraft, and emergency egress procedures, and;

I have not been scuba diving in the past 48 hrs, and;

I have removed all loose articles from pockets and clothing.

In accordance with CASA CASR 132.150 I understand that

- The design, manufacture and airworthiness of the aircraft are not required to meet any safety standard recognised by CASA; and
- The aircraft is not required by CASA to be operated to the same safety standards as an aircraft used for regular public transport or charter operations; and
- Travel in the aircraft is done at the passenger's own risk; and
- A more detailed briefing about the safety of the aircraft will be given to me before the I board the aircraft.

Printed Name:.....

Signed: **Date:**

Emergency Contact: **Ph #:**

Shortstop Jet Charter Pty Ltd Witness signature:

May we use your image/video for marketing purposes? Y / N

Facebook? Y / N