



THIRD PARTY PASSENGER FLYING AT LAA MEMBER CLUB FLYING EVENTS

SUMMARY

1. The LAA has a duty of care to inform and protect those taking part in any LAA Event. Accordingly it has defined certain additional operational criteria over and above those contained within the Air Navigation Order which it judges are practical and proportionate to the flying of third party members of the public at such events. It is the responsibility of the Event Safety Officer, or his appointee(s), to ensure that prior to taking part in an LAA Member Club Flying Event these criteria are understood and attested to by each and every pilot for each and every aircraft and that the risks are understood and accepted by or on behalf of each and every third party passenger.

DEFINITIONS

2. The following definitions apply:

- a. **LAA Member Club** – a current Member Club of the Light Aircraft Association Ltd (LAA).
- b. **LAA Club Member** – a current member of an LAA Member Club, who may or may not be a member of the LAA.
- c. **LAA Member** – a current Full or Full Plus member of the LAA.
- d. **LAA Member Club Flying Event ('Event')** – any flying event organised by an LAA Member Club and meeting the Regulations of the LAA in that respect.
- e. **LAA Member Club Air Experience Flight** – a flight undertaken by any third party passenger at a Club Event where the passenger is not a member of an LAA Member Club AND where the pilot is an LAA member AND where entire cost of the flight is met by the pilot. The flight by its nature will take off and return to the point of departure and will consist of an extended circuit in benign weather conditions; its principle objective is to provide a positive and memorable experience for the passenger, assisting the furthering of LAA's objectives.
- f. **Third Party Passenger** – any member of the public who is neither an LAA Member nor an LAA Club Member nor who contributes to the construction operation or maintenance of any LAA-regulated aircraft and undertakes an Air Experience Flight at an LAA Member Club event as a direct result of any advertisement or invitation external to that LAA Member Club.
- g. **Private Passenger** - any passenger who is not a Third Party Passenger and is carried as a passenger at any LAA Member Club event, whether or not an Air Experience Flight, shall be deemed a Private Passenger and any such flight shall be considered as a private flight conducted within the normal requirements of the Air Navigation Order. The restrictions applicable to the carriage of Third Party Passengers shall not apply.
- h. **Event Safety Officer** – a current LAA Club member who is also a current LAA Member and is formally appointed by the Chair of the operating committee of that Member Club to be responsible for those safety aspects which are not the responsibility of the aircraft pilot(s) at a Club Event and who may give lawful and reasonable instructions in order to reduce risks.

I. **Event Marshal** - a current LAA Club member who is appointed by the Event Safety Officer has completed appropriate training and is approved by the Club operating committee to assist at a Club Event and who may give lawful and reasonable instructions in order to reduce risks.

OPERATIONAL CONSIDERATIONS

3. The Event Safety Officer shall determine appropriate operational criteria for the event in general and for individual aircraft as the case may be and these shall be communicated to each and every Event pilot before each flight. CAP 793 provides guidance on the recommended layout, physical characteristics and visual aids appropriate to safe operating practices at unlicensed aerodromes. His authority shall be binding on all those involved. Where any aircraft at an Event is operated in conflict with those operational criteria that aircraft shall be deemed to be operating at the sole responsibility of the pilot and not as part of the Event.

4. The Event Safety Officer shall ensure that prior to the Event the LAA Member Club has in place a written Emergency Response and Serious Incident Control Response Plan linked to the higher level LAA corporate plan, and that this shall have been reviewed/desk exercised in the preceding 12 months.

AIRCRAFT CRITERIA AND INSURANCE

5. Any UK-registered Simple Single Engine Aircraft (SSEA) or 3-axis microlight aircraft approved to carry passenger(s) and with a maximum of four seats including that of the pilot may take part in an Event. Weight-shift microlights are excluded as outside LAA jurisdiction. The following conditions must be applied:

- a. A maximum of two third party passengers to be carried at any time in order to limit potential risk and liability.
- b. All aircraft are to be fitted with a VHF Comm plus a functioning intercom and headset for each occupant, as well as a valid Aircraft Radio Licence in order to provide means of air-ground and pilot-passenger communications.
- c. The Certificate of Airworthiness or the Permit to Fly (as appropriate) to be valid in order to meet EASA/CAA requirements.
- d. The aircraft logbook shall be up to date and contain the necessary Release to Service or Permit Maintenance Release signatures as appropriate in order to meet EASA/CAA requirements.
- e. The aircraft Aviation Liability Insurance document to be valid and the Light Aircraft Association Ltd to be named in the list of the insured in order to limit potential litigation opportunities.
- f. Minimum insurance cover shall meet requirements of EC Regulation 785/2004 for non-commercial operations in order to meet EASA/CAA requirements, which is based on the aircraft's weight, and subject to variations depending on the current Special Drawing Rights (SDR); this information is readily available on G-INFO, and provides information specific to the aircraft (by registration); please note that the SDR is likely to change on a daily basis. The LAA will require pilots to carry a minimum of £1.75m Combined Single Limit (CSL) for a single passenger, and if carrying the maximum authorised by the LAA of two passengers this requirement rises to £3.0m CSL. There should be no inner limit for passenger liability.

These are minimum figures. As the primary liability lies with the pilot, it is strongly recommended that pilots take out additional passenger insurance for the duration of any Event, which may often be obtained at relatively low cost from insurance brokers.

PILOT QUALIFICATION & RECENCY¹

6. The pilot shall be a LAA Member, holding a valid ATPL, CPL, PPL, LAPL or NPPL, with the appropriate class rating for the aircraft to be flown. Pilots must also hold a current EASA Class 1, Class 2 or LAPL medical certificate appropriate to the type of pilot's licence held. There is no age limit for pilots holding an EASA medical certificate.

7. Pilots up to their 70th birthday, holding a NPPL, may also demonstrate fitness to fly using the appropriate NPPL Medical Declaration for carrying passengers (equivalent to Group 2 DVLA standard). For the avoidance of doubt, carriage of third party passengers at an Event will not be permitted for pilots after their 70th birthday holding only a Group 2 Medical Declaration, or for pilots of any age holding only a Medical Declaration for solo flight or an ordinary drivers license (Group 1 DVLA standard).

8. The pilot shall attest to having log-book evidence of at least 200hrs PIC, 20hrs on type with 3 of those hours in the last 90 days and with 3 landings on type in the last 30 days (the word 'type' in this context shall refer to the specific aircraft make, model and configuration to be flown at the Event e.g. Vans, RV6/7, tri-gear. The attestation is to be made using Appendix 1 to this document.

DOCUMENTATION

9. A signed attestation (Appendix 1) must be provided by each pilot for each aircraft they intend to operate at the Event prior to their first Event flight using the form included within this document. Additionally, an Indemnity Agreement must be signed relating to insurance (Appendix 2).

PASSENGER BRIEFING

10. Each Third Party Passenger (or their parent or guardian as appropriate) shall prior to an Air Experience Flight read and sign to confirm their understanding of the LAA Member Club ***Flying Event Safety Information*** document (see Appendix 3).

APPENDICES:

1. Pilot's Attestation.
2. Insurance Indemnity Agreement.
3. Flying Event Safety Information.



TPPF PILOT ATTESTATION

Personal Attestation (to be provided by each and every pilot prior to conducting any Air Experience Flight at an LAA Member Club Flying Event)

I,

Attest that the following facts are true and on that basis I offer to take part in this LAA Flying Event:

Aircraft to be flown at this Event

Registration	G-	<input style="width: 150px; height: 15px;" type="text"/>
Make	e.g. Vans	<input style="width: 150px; height: 15px;" type="text"/>
Type	e.g. RV6/7	<input style="width: 150px; height: 15px;" type="text"/>
Configuration	Delete as appropriate	<input style="width: 150px; height: 15px;" type="text" value="Tri-gear / Tailwheel"/>

Aircraft Class Delete as appropriate

Licence and Medical

My SEP/SSEA/Microlight type rating is valid. My pilot's license and medical are valid and all conditions stated on the medical certificate are met.

Licence type	Required medical type	I have initialled the box which applies to me
CAA PPL	EASA Class 2	<input style="width: 150px; height: 15px;" type="text"/>
EASA PPL	EASA Class 2, LAPL*	<input style="width: 150px; height: 15px;" type="text"/>
CPL	EASA Class 1, 2	<input style="width: 150px; height: 15px;" type="text"/>
ATPL	EASA Class 1	<input style="width: 150px; height: 15px;" type="text"/>
LAPL	EASA LAPL	<input style="width: 150px; height: 15px;" type="text"/>
NPPL (up to 70 th birthday)	Group 2 Medical Declaration	<input style="width: 150px; height: 15px;" type="text"/>

* The EASA Class 2 medical certificate permits flight with LAPL privileges in year 2 of issue

Pilot logbook

My personal flying logbook is up to date AND contains a minimum of 200 hrs PIC AND a minimum of 20 hrs on the make / type / configuration as stated above of which at least 3 hours have been logged in the last 90 days and 3 landings in the last 30 days.

Aircraft documents

- The C of A/Permit for the aircraft I intend to fly at this Event is valid [including ARC/CMR/C of Validity]
- The VHF Comm radio license is valid
- The Aircraft logbooks are up to date
- A functioning intercom and headsets are provided for each seating position

Insurance

The aircraft insurance is valid and I have in my possession an Indemnity Agreement signed by the aircraft owner and the owner’s insurance broker.

I CONFIRM THAT I CARRY THIRD PARTY/PASSENGER INSURANCE (COMBINED SINGLE LIMIT) AND THAT THERE IS NO INNER PASSENGER LIMIT

A single passenger	£1.75m CSL	Initial as applicable <input type="text"/>
Up to, but no more than, two passengers	£3.00m CSL	<input type="text"/>

I confirm that for these Air Experience flights I will carry no more than ONE passenger at any one time-	Initial as applicable <input type="text"/>
I confirm that for these Air Experience flights I will carry no more than TWO passengers at any one.	<input type="text"/>

Event briefing

I have received, understand and will comply with the Event Safety Briefing and any further lawful instructions which may be issued during the Event.

Completed	I attest to the above information being true and on that basis offer to act as a pilot at this Event	
	Pilot signature	Date



**APPENDIX 2
TO
ANNEX G TO
LAA CLUB
REGULATIONS**

INDEMNITY AGREEMENT

(A separate Agreement is to be signed and dated by the owner of each participating aircraft and by the owner's insurance broker for each policy year.)

BACKGROUND

The Light Aircraft Association actively promotes recreational flying and members of the LAA through its Member Clubs generate interest in recreational aviation by providing from time to time Air Experience Flights. These flights are undertaken by members of the LAA in their own aircraft and are provided free of charge due to the generosity of the members. These are not commercial flights. In order to ensure that all correct procedures have been observed the LAA requires the following indemnity agreement to be signed by each aircraft owner's insurance broker.

AGREEMENT

It is hereby noted and agreed that the Light Aircraft Association Ltd and its Member Clubs and/or their respective officers, Directors, employees (full/part time/freelance/volunteers) are noted as an additional insured on the liability section of the policy with a waiver of rights of subrogation on the hull.

The policy must contain the following:-

AVN94 - BREACH OF AIR NAVIGATION REGULATIONS CLAUSE

Please confirm that the policy meets the requirements of EC Regulation 785/2004 for non-commercial operations.

Policy Start date Policy end date

.....
Broker Name (position) Date

.....
Owner Name (position) Date



INFORMATION FOR THOSE ATTENDING AN LAA CLUB FLYING EVENT

Welcome! This event is organised by a Member Club of the Light Aircraft Association (LAA), the UK's largest representative recreational aviation association. A clearly identifiable Event Safety Officer who is also a member of the LAA is responsible for those safety aspects which are not the responsibility of the aircraft pilot(s) attending. He or she may be assisted by Event Marshals who are also members of the Member Club. The Event Safety Officer and the Event Marshals may give lawful and reasonable instructions to anyone attending this event, in order to reduce risks. By attending this event, you agree to obey such safety instructions. If you are concerned about safety at this event, the Event Safety Officer will be pleased to discuss this with you.

As with many forms of motorised sport, there are hazards involved at aviation events, some of which can lead to risk of injury or death. It is a strict condition of attendance at this event that children are supervised at all times by a parent or legal guardian and shall follow lawful instructions by the pilot during any flight.

Information for everyone participating in an Air Experience Flight at an LAA Member Club event, including parents/guardians. If you, or a child or person in your care, wishes to take advantage of an Air Experience Flight at this event you will be asked to sign this document to show that you have understood the safety information below. Without this signature the LAA Member Club regrets that it will be unable to provide such a flight. If you need more information about safety at this event, you should consult the Event Safety Officer.

- 1) Flight safety of all aircraft at all times is the sole responsibility of the individual pilot; this is a legal requirement and may not lawfully be delegated to any third party. Only the pilot can decide that a proposed flight may be safely undertaken, and may refuse to carry passengers whom he/she considers might pose a risk to flight safety. Passengers must obey all lawful commands that the pilot may give relating to flight safety.
- 2) All costs of air experience flights at this event shall be fully met by the pilot(s) and no payment or valuable consideration shall be requested, made or promised in relation to such flights and in that respect no contract exists or is implied.
- 3) All aircraft at this Event, whether amateur-built or factory-built, are constructed, maintained and operated in strict compliance with appropriate UK Civil Aviation Authority (CAA) requirements and each pilot holds an appropriate and recognised pilots license. The Event Safety Officer will be pleased to provide any additional information upon request.

I am over 18 years of age. I have read and understood the above information and request that I or any named person in my care participate in an air experience flight at this event.

Name of Participant(s)

Signed.....Print NameDate.....