

## **BGA SIMULATOR USE - TERMS & CONDITIONS**

Please read carefully, sign & email to [lizzie@gliding.co.uk](mailto:lizzie@gliding.co.uk) or post to the BGA office.

One signed copy and one deposit payment may be used to cover multiple usages.

I am the 'user' of the simulator during the period agreed with the BGA and I have read and understood the contents of this document and the information describing loading and unloading detailed at 2.3 below.

**Name:**

**Signed:**

**Email:**

**Mobile:**

**Club:**

**Date:**

### 1. General:

#### 1.1 Use of the Simulator

The BGA Simulator is owned by the BGA and its member clubs. The aim of operating the simulator is to promote the sport of gliding. As such, the simulator is used as a marketing tool by the BGA. The simulator may be used by BGA clubs by prior arrangement only. As the simulator has running costs, including maintenance, repair and insurance, a fee for its use will apply.

#### 1.2 Deposit

A deposit as detailed in the current BGA fees list (see [www.gliding.co.uk](http://www.gliding.co.uk)) will be required to be lodged with the BGA prior to the usage period commencing. The deposit will be returned – minus the usage fee and any other deductions if necessary – within 7 days of the return of the Simulator, unless the user requests the payment is used to cover multiple usages.

#### 1.3 Cleaning and Repair

Following use, should the simulator be judged to require cleaning, or should items as listed on the check sheet be found to be damaged or missing, then the BGA have the right to charge the user for the cleaning and/or replacement of the items. An inventory is provided with the simulator.

#### 1.4 Use Periods

The Simulator use period includes collection & return travel time. Under some circumstances and with the prior agreement of the BGA, the collection and return dates and locations may be varied.

### 2. Collection

#### 2.1 Inspection and Receipt of Simulator

The user will inspect the Simulator when it is collected. Should any faults be found, or should equipment be missing, then the user must contact the BGA immediately. If it is not possible to inspect the Simulator on collection, any faults should be reported as soon as practical after collection.

## 2.2 Delivery/Collection of Simulator

It is the users responsibility to collect the Simulator, and unless agreed otherwise, to return the simulator to Bicester. All costs encountered during the delivery and collection of the simulator will be the responsibility of the user.

## 2.3 Tow Vehicle

During the delivery and collection, the user agrees to use an appropriate tow vehicle and driver, to check all tyres & lights, and to display the correct number plate. Please be advised that the simulator is designed to be towed by a car capable of safely towing a glider trailer. Do not exceed 60 MPH when towing the simulator, as general experience with trailers has demonstrated that upsets with trailers caused eg by crosswinds, high-sided vehicles and road damage coupled with higher speeds will inevitably result in divergent situations that have caused serious road traffic accidents as well as driver prosecutions.

## 2.3 Operating Information

The operating information supplied on the BGA website similar webpage provides instructions on how to safely load/unload the simulator trailer. Users agree to read this information.

## 2.4 Software Advice

Software advice is provided with the simulator.

## 3. Security of Simulator

### 3.1 Security

The user accepts responsibility for security of the Simulator and all its contained equipment until its return to Bicester. The user undertakes not to relinquish possession, alter, repair or modify it in any way. In particular, the software on the computers must not be modified without the express permission of the BGA.

## 4. Safe use of Equipment and Breakdown Procedure

### 4.1 Operation

The user is responsible for the safe and correct operation of Simulator by competent persons not under the influence of alcohol or drugs and for its constant supervision within the range of children. Operating information is supplied (refer to 2.3). No food or drink may be consumed in or around the Simulator. The user will immediately notify the BGA of any equipment failure/breakage. BGA permission must be obtained prior to attempting repair. Any accident that occurs involving the simulator must be reported by the user to the BGA in addition to any applicable HSE reporting requirements.

### 4.2 Trailer Breakdown

In the event of a breakdown resulting from damage to the trailer and where the person towing the trailer has problems with recovery, the BGA *may* be able to help. Please contact 07749 908444.

## 5. Use of the Simulator

### 5.1 Pilot in Charge

The user will endeavour to use enthusiastic club representatives and instructors whenever members of the public are being flown in the simulator.

### 5.2 User Club

The back seat must always be occupied by a representative of the user club.

## 6. Lost or Stolen Equipment

### 6.1 Theft

The user must make every effort to prevent theft of the Simulator or its equipment. If such a theft occurs, the Police and BGA must be notified immediately. The user must advise the BGA of any Police crime report reference number.

### 6.2 Keys

Keys are provided with the simulator. They are kept in the Bicester gliding office when not in use. The simulator must be kept locked and the keys secured when parked and not in use.

## 7. Damage of Equipment

### 7.1 Damage

If any damage, other than is judged to be 'fair wear-and-tear', is caused to the Simulator or associated equipment, then the user will be deemed to be responsible and may be liable for the full cost of repairs.

## 8. Insurance

### 8.1 BGA Policy

The BGA insures the simulator for its use at exhibitions anywhere in the UK. BGA use includes authorised use by BGA clubs. Please note that in the event of an insurance claim involving the simulator, the BGA insurers will follow normal industry practice including subrogation.

## 9. Collection and Delivery

### 9.1 Collection and Delivery of Equipment

The BGA will normally make the Simulator available for collection from Bicester. Under some circumstances however, and with the agreement of the user, the BGA may request that collection and/or delivery is made to another location.

### 9.2 Final Points

On returning the simulator after a period of use, the user is responsible for ensuring that the simulator is secured, parked sensibly, and braked. The user should advise the BGA that the simulator has been returned to the agreed location – either email [lizzie@gliding.co.uk](mailto:lizzie@gliding.co.uk) or phone 0116 2892956.