



Date Ratified: September 12, 2013

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1.0 Version / Edit History

Version	Date	Work Notes	Editor	
1.0	8 Aug 2013	Draft edition.	CBC with local changes Ian Brownlie	
1.1	9 Sept 2013	General revisions in response to members comments.	Ian Brownlie & Martin Tregale	
1.2	30 Oct 2013	Ratified version after BAV members meeting. Copy of insurance policy included.	Sue Robinson & Ian Brownlie	
1.3	21 Sep 2015	Minor amendments, due to purchase of bottom end and other minor amendments.	Martin Tregale	
1.4	7 Apr 2016	Modified rule 3.11 to align with ABF Ops Manual and inserted rule 3.26b), as per BAV Minutes of meeting held on 11/2/2016.	Martin Tregale	
1.5	31 Aug 2016	Updated insurance policy	Martin Tregale	

2.0 Introduction

The objective of the Balloon Association of Victoria is to encourage participation in and awareness of ballooning in Victoria.

BAV constitution – 3(a) states the objectives of the association shall be to advance and promote the sport of ballooning.

As part of meeting this objective, the club maintains a hot air balloon. The use of the balloon is intended for recreational and training purposes, to provide all club members access and opportunity to handle balloon equipment and to provide club pilot members the opportunity to build experience in flying and club pilot members to maintain their currency in flying.

In order to put some structure to the operations, the following Operating Rules have been established. Decisions to fly the Club balloon should favour safety and prudence. The operating rules are intended to provide direction on the handling of the balloon, events and accounting.

3.0 BAV HOT AIR BALLOON OPERATING RULES

Definitions

“ABF” is the Australian Ballooning Federation Inc.

“Club” is the Balloon Association of Victoria Inc. (BAV).

“Club Event” is as defined in clause 3.4

“Executive” is the Committee of Management of the Club made up of the President, Vice-President, Treasurer, Secretary, Safety and Technical Officer, Newsletter Editor and two ordinary members

“Equipment” includes all items required to transport or fly the balloon. This includes the basket, envelope, instruments, fan, trailer, and most support equipment relating to the Club hot air balloon. BYO items shall include UHF & VHF radios, strikers, compass, helium/pi-balls and any other equipment that the pilot may require.

“Flight Coordinator” a position in the club that has responsibility for coordination of the balloon, including bookings, arranging annual maintenance and ensuring the location of the balloon is always known. The Designate to the Flight Coordinator can act as Flight Coordinator when unavailable.

“PIC” is Pilot in Command

“Hirer” is the person ultimately responsible for the hire of equipment. The Hirer is the person who is actually hiring the balloon, eg: student NOT instructor.

Rules

3.1 The hirer/pilot/student pilot must be a contributing, active and financial member in good standing with the Club and the ABF and will require approval from the Flight Coordinator or designate before flying Club Equipment.

Booking

3.2 Booking for daily regular use of the Equipment must be made with the Flight Coordinator (or designate). For any other use of the equipment, approval must be granted by the Executive.

3.3 If the Balloon is to be taken outside of Victoria, permission must be obtained from the Flight Coordinator (or designate).

3.4 From time to time, at the discretion or at a request of a member, the Executive may designate a block of flights, such as a competition, fiesta or other gathering, as a “Club Event”. For Club Events, no individual pilot may book a club balloon for the duration as an exceptional booking. Instead, regular bookings will apply.

3.5 A booking fee may be required at the discretion of the Executive where demand for the balloon is high, and ensures that pilots share the balloon use without dominating advance weekends and not flying due to changes or circumstances.

3.6 The flight coordinator should preference students when booking.

Insurance contribution

3.7 In order to use the Equipment, a pilot or student pilot must pay, up front, a non-refundable, annual fee of one hundred and fifty dollars (\$150.00). This will allow the pilot to be included on the insurance policy and may take a short time to arrange confirmation from the insurance company (for pilots with less than 150 total balloon hours & no pilots with claims or accident history within 3 years).

3.8 The one hundred and fifty dollar (\$150.00) fee may be waived for a Club member instructor only for the purpose of instructing a Club member and only after approval by the Executive and/or Flight Coordinator. The instructor must be a Club member in good standing, have an ABF Instructors Rating. The student must be a member of the Club and have paid the one hundred and fifty dollar (\$150.00) fee.

Deposits

3.9 A deposit is required of one thousand dollars (\$1000) to hire the balloon. Credit card deposit authorisation can be arranged through the ABF. Card details to be listed on the booking form. Deposit to be refunded at the discretion of the Flight Coordinator. The hirer is expected to restore the balloon and equipment to a safe & operating condition after use regardless of the extent of damage/loss.

3.10 The equipment also includes the use of the registered trailer which may be subject to traffic offences or camera fines which will be the responsibility of the hirer.

Rates

3.11 Flying Rates (\$100/hr instruction and \$150/hr general flying) are contained in Schedule A. The hourly rate is measured in increments of 0.1 hrs and is measured the moment at which the balloon first becomes airborne and ends when the balloon comes to rest at the end of the flight, excluding any time during which the balloon is at rest on the ground".

3.12 Student pilot training fees are contained in Appendix B.

Usage

3.13 Use of the balloon and Equipment will indicate full acceptance of all conditions and payments mentioned in this document.

3.14 Prior to any flight the PIC is expected to perform a comprehensive equipment and safety check of the balloon (including load chart).

3.15 The decision on whether to fly or not fly a scheduled flight will be at the sole discretion of the PIC, however decisions to fly the Club balloon should favour safety and prudence.

3.16 Training can only be carried out by an ABF approved instructor.

Damage

3.17 In the event there is damage to the hull or total balloon loss, the Hirer will be liable for damages up to the \$1000 held as an excess value for the insurance where the Equipment has hull insurance.

3.18 The trailer, fan and some other equipment is not insured as part of the hull. The Hirer is responsible for the uninsured equipment items (trailer, fan, tether ropes and other general equipment)

3.19 If the Hirer (Pilot or Student pilot) uses the Equipment outside reasonable flying and/or not covered by the insurance policies, he/she is responsible for the value of the Equipment.

3.20 In the event there is damage to the hull or total balloon loss and the Equipment is uninsured for hull value, then the Hirer (Pilot or Student pilot) is liable for the value of the Equipment.

3.21 The value of Equipment is itemised in Appendix C. The Equipment values will be reviewed from time to time by the BAV committee.

Return

3.22 Following a hiring period, the Equipment is to be returned to its assigned location or the Flight Coordinator advised if returned to a different location.

3.23 The Equipment should be returned in good operating condition that will allow safe usage by the next pilot.

3.23.1 All fuel tanks and fan fuel to be returned full. Returning the balloon without full tanks will incur a refueling fee of \$50 plus the fuel cost to fill the tanks.

3.23.2 The envelope must be returned dry.

3.24 If not returned in good condition, it is the responsibility of the Hirer to report any deficiencies in the Equipment to the Flight Coordinator (or designate) and to initiate and follow up on any repairs as soon as possible (3 days).

3.25 Operating expenses and the cost of repairs to Equipment, (other than normal wear), is the responsibility of the Hirer/Pilot. The Pilot is responsible for checking and/or maintaining all regulatory requirements (insurance, personal license, operating limits, permits, CFA fire permits etc.).

Accounting

3.26 A "Flight Report", complete with the flight number, all income and all receipts for claimed expenses shall be submitted to the Flight Coordinator within 30 days.

3.26b) The flight diary shall be completed at the end of each flight which provides more information than is recorded in the flight log book."

Sponsorship

3.27 The envelope has an option for banner advertising. This option may be used to help offset the operating costs of the balloon.

3.29 Indicative rates for banner advertising are included in Schedule B.

Rule Interpretation & Dispute Resolution

3.30 Any interpretations of, or exceptions to the above operating rules, shall be made by the Executive.

3.31 Dispute resolution procedure will be at the discretion of the Executive. Every effort shall be attempted with resolution through the BAV and a dispute resolution group may be formed from a selection of two (2) BAV Executive members and one (1) ABF Executive member to resolve the final decision.

Schedule A - FLIGHT RATES

The intent of the Flight Rates is to encourage pilots and crews to book and fly the balloons at a fair and reasonable hourly rate so that all can benefit from usage of the balloon and associated Equipment. These rates will be reviewed as and when required.

Occupants	Hourly Rate (HR) (in 0.1 hour increments) <small>Time is measured from first ignition of the main burner during inflation and ceases at the time that the balloon is safely on the ground. Suggested split of fees to passengers are for consideration of the hirer. The hourly rate is the obligation of the hirer to pay the nominated rates to BAV. Loading of passengers and pilot will be subject to load chart checking for the balloon and weather conditions.</small>
Instructing Pilot + student pilot	\$100.00/hr
Pilot - (Solo) Pilot + 1 or 2 Passenger	\$150.00/hr

Pilot and passenger should share expenses.

Rates (\$100 / \$150) selected are chosen to encourage balloon training flights and sponsorship of ballooning events.

Schedule B – Sponsorship / Banner Advertising

The Balloon has an option for banner advertising using Velcro that has been pre-sewn as follows:

C-77 banner on 3 panels (6,7,8) x 3 gores (2,3 & 4), which is located above the Kavanagh logo and is top centre during inflation and deflation, proving maximum exposure to the advertiser/sponsor.

The size of the banner will be approximately 13m x 4.3m or 52 sq.m

The following provides an indicative cost for advertising in the first year, which includes the banner & artwork and display for 12 months.

<u>Banner Type</u>	<u>Year 1</u> <u>Cost</u> <u>\$</u>
Tyvek Banner with standard or basic painted artwork	\$5,931*
Tyvek Banner with Digital printing of artwork	\$7,675*
Cloth Banner with standard or basic painted artwork	\$6,265*
Cloth Banner with standard or basic painted artwork	\$8,009*

*Final artwork is needed for an actual quote. This pricing (Sept 2013) is a guide only.

Appendix A: Role & Responsibilities for usage of Club balloon

The intent of this section is to provide information relating to situations or activities of the club balloon and the role and responsibility of the pilot (hirer) and the club (owner).

Activity	Hirer/Pilot	Club
Regular use of the balloon	Regular (recreational) use of the balloon	Review any use other than regular use
Other use (commercial, events, competition, records) of the balloon	Inform and get approval from executive before an activity	Review use (commercial, events, competition, records) and respond to requests
Communal events	Interested pilots share the balloon	Provide balloon and coordination for booking
Accident – hull not in motion (HNIM)	Will promptly notify and work with the executive on follow-up activities and paperwork. Pays deductible	Will coordinate insurance reporting with assistance of pilot. Hull damage not covered by insurance
Accident – in flight	Will promptly notify and work with the executive on follow-up activities, reports and other paperwork. Contact BAV, ABF (via IRIS) & ATSB.	Will coordinate insurance reporting with assistance of pilot.
Accident – liability (PLPD)	Work with Executive	Will coordinate 3 rd party liability insurance. Equipment may not be insured
Accident – while travelling	Responsible	Work with pilot/towing insurance
Travel out of town	Responsible for all expenses, insurance for travel.	Provides balloon
Damage during storage – In domestic residence	Hirer/Pilot or person to work with the Household insurance, & executive on follow-up activities and paperwork.	Will work to repair/replace equipment.
Repairs to equipment while out of town	Hirer/Pilot coordinates, pays and ensures all work and paperwork completed. Cost estimate for transport to Kav workshop is \$200(one way).	Club pays for wear and tear repairs only.
Repairs to balloon normal wear and tear	Participates in maintenance.	Club pays.
Repairs to balloon as a result of operation	Hirer/Pilot coordinates, pays and ensures all work and paperwork completed. Liability with the operating rules	Oversees and to ensure operability of balloon
Booking – regular use	Makes request to flight coordinator. One at a time.	Flight coordinator keeps track. Arranges coordinators
Booking – other use	Request a booking. One at a time	Approve and hold booking
Communication	Keep executive and flight coordinator informed of activities and status of the balloon	Maintain a framework for the operation of the balloon. Review and respond to requests.
Total loss of hull	Hirer/Pilot coordinates with BAV and insurance if applicable to ensure claim is completed. If no insurance or items no covered by insurance, then pilot pays up to \$4000	Club ensure agreed value of rental equipment is paid from accumulated funds and pilot contribution.

- The above is a summary and believed to be correct. Documents may provide other information.
- Any interpretation of, or exceptions to the above, shall be made by the BAV Executive.
- Club is the sitting executive and flight coordinator.

Appendix B: Student Pilot Training Fees, Pilot Checkout Fees

The following provides some guidance for students on the total cost to obtain a private pilot certificate for balloons.

Balloon use hourly rate (Training activities)	\$100
Instructor fee – hourly rate	Negotiable
Crew fee (estimated – actual cost would apply)	~\$30
Chase vehicle fee (estimated – actual cost would apply)	~\$30
Propane(estimated – actual cost would apply)	~\$60
Hourly estimated Total	~\$220
Estimated cost for minimum 17 hours (including exam flight)	~\$3740
Equip. usage and inclusion in Insurance policy(non-refundable) – annual fee	\$150
Deposit required prior to training(Equipment refundable)	(\$1000)
Ground school plus theory tests	~\$ 0.00
Estimated Total to obtain license	= >\$3890

Training flights are normally 1 to 1 ½ hour. Flights should be no longer in order to get maximum benefit from the training.

Hourly Rate is in 0.1 hour increments.

The above costs may vary if the student:

- (a) provides his/her own approved chase vehicle
- (b) provides his/her own approved chase crew
- (c) pays for the propane
- (d) instructor agrees to negotiate his/her fee

Ground school instruction and examination costs are negotiable in the estimate.

A \$1000.00 deposit as per clause 3.9 & 3.10(refundable after satisfactory return of operating equipment) and full membership in the Club and ABF are required prior to beginning training.

Total estimated cost for training to obtain a Balloon Pilot Certificate based on the minimum number of hours is \$3890.00

Additional costs may be incurred as a result estimation inaccuracy, more than the minimum 16 hours, medical fees and any other fees. Annual membership fees for ABF (~\$200), ABF Student Pilot licence (~\$80) and BAV membership (~\$40) have not been included. Items not included with the balloon include helium, piballs, striker, compass, radios and other equipment, which will need to be budgeted and sourced elsewhere.

The above fee also excludes accommodation costs. The club has comfortable accommodation available located at Benalla Airfield. Members: \$12 per person per night; Non-members: \$20 per person per night; Children: free. BYO bedding. Rooms can be very cold in wintertime however common area has pot belly stove wood heater. Pets are not permitted in the Lodge, including entry area.

Appendix C: Possible damage / repair / replacement indicative prices

BAV Balloon and trailer and equipment

VH-IFV

Trailer R29117

“Vicky”

“I fly Victoria”

POSSIBLE DAMAGE / REPAIR / REPLACEMENT *INDICATIVE PRICES*

Packaging, postage and delivery may add to indicative prices

Trailer	
Trailer keys Supply check and replace (2 keys)	\$10 each
Replacement rear door lock	Estimate \$100
Replacement side door lock mechanism (2)	\$130 each
Replacement padlock (Combination Lock)	\$25
Damaged/ broken rear stop/tail/blinker lights	\$100 each
Damaged number plate light	\$40
Damaged/replacement Car/trailer plug	\$25
Tyre(some wear obvious) Replacement \$200	\$100 each
Jockey wheel(some wear obvious) Replacement	\$75 each
Panel damage/hinges	To be assessed
Fire extinguisher 5 kg water	\$120
Trailer replacement Fully covered and lockable	\$3000

Balloon & Equipment	
Quick release mechanism(Kavanagh)	\$200
Quick release mechanism rope (11m)	\$50
Fire extinguisher(1kg)	\$50
Inflation fan replacement	\$1700
LPG master bottle replacement Mytton 55L S/N 1367 & 1350	\$2000 -\$2900
LPG slave bottle replacement Mytton 55L S/N K001 & 1370	\$1500 -\$2635
Basket replacement(new) KOB1211 BA071 Poles & covers, carabiners, straps, handling line, fire extinguisher & bracket, flight manual & pouch, stuff bag, first aid kit.	\$6600
Envelope replacement VH-IFV C77-462 Reduced value with time/usage	\$23,000
Panel damage approx \$400 transport to Kavs plus ~ \$100 repair per panel	\$500+
Burner replacement(used) KBS3-1 BU150 & Load frame LF163	\$2127
Witches hats(safety barrier around fan or other uses)	\$50 each
Tether ropes x 3	\$600
Flytec Instruments 6010 Serial number 44990	\$600

Appendix D: Insurance Policy

Extract below. See full documents for full policy wording.



HOT AIR BALLOON - HULL AND LIABILITY

POLICY SCHEDULE

POLICY NUMBER: D1640525

NAME OF INSURED: BALLOON ASSOCIATION OF VICTORIA

ADDITIONAL INSURED: None

PERIOD OF INSURANCE: From: 31st August 2016 at 4pm local time
To: 31st August 2017 at 4pm local time.

PURPOSE OF USE: Private, Pleasure, Competitions, Training including Ab-Initio Training, Attendance and Participation at Festivals and Fiestas and Hire to Balloon Association of Victoria members

PILOTS: Paul Gibbs, Ian Robinson, Adam Barrow, Ronald Kent, Peter Dutneall, Ian Brownlie, Maaikie Bierma, Francois Steyn, Martin Tregale, Jodi Tregale, Darren Morgan, Sarah Ellis, Glenda Dennler, Tim Chandler, Grant McHerron, Simon Beare or any pilot approved by Balloon Association of Victoria or any ABF Instructor with a minimum of 100 total balloon hours and no accidents or claims in the last three (3) years.

GEOGRAPHICAL LIMITS: AUSTRALIA

SCHEDULE OF BALLOONS:

Registration	Make and Model	Passenger Capacity (excluding Pilot)
VH-IFV	Kavanagh C77	Three

LIMITS OF LIABILITY – SECTION I – Loss of or damage to the Balloon

Registration	Agreed Value	Hull Risks Covered
VH-IFV	\$32,000	Flight and Ground

LIMITS OF LIABILITY – SECTION II – Third Party Liability (excluding Passenger Liability) and – SECTION III – Passenger Liability

The Limit(s) shown below applies to each Accident

Registration	Section II	and	Section III	or	Sections II and III Combined
VH-IFV					\$5,000,000

MAXIMUM NUMBER OF BALLOONS: All

DEDUCTIBLES:

Section I: \$500 each and every claim
Sections II and III: \$500 each and every claim
Other: As shown in Special Extensions within the Policy or below.

PREMIUM: In full \$3,464.00

Notice to Underwriters required in the Claims Procedure (General Condition 7) shall be sent to:
WATKINS TAYLOR STONE INSURANCE BROKERS
PO BOX 756
PYMBLE

Balloon Policy SchedulePage 1 of 2

POLICY WORDING: Australian Balloon Policy 2016 with Endorsements as follows:

ENDORSEMENTS:

As shown under Endorsements of the Policy, specifically noting:

- Noise Coverage Endorsement Included
Limit of Liability: \$100,000
Deductible: \$500
Maximum Size: 12,500 pounds

- Pilot In Command Personal Accident Included

Capital Sum Insured: \$20,000 each Named Pilot
Schedule of Benefits for each Named Pilot:
 - Death 100%
 - Total and Irrecoverable loss of sight both eyes 100%
 - Total and Irrecoverable loss of one eye 100%
 - Loss of two Limbs 100%
 - Loss of one Limb 100%
 - Total and Irrecoverable loss of one eye and loss of one Limb 100%Waiting Period: Nil Days

- Legal Expenses Included
Liability Limit: \$6,000
Excess: \$500

INFORMATION:

- As held by Crispin Speers and Partners Limited
- Claims Information as held by Crispin Speers and Partners Limited
- Estimated utilisation of 35 hours during this policy period

IN WITNESS WHEREOF this Policy has been signed at

CRISPIN SPEERS & PARTNERS LIMITED
St Clare House, 30-33 Minories, London
EC3N 1PE
England

by



this Tuesday, 27 September 2016

Coverholder



FLIGHT REPORT SHEET

BAV HOT AIR BALLOON

VH-IFV Trailer R29687

"I Fly Victoria"

Pilot: _____ Flight #: _____

Date: _____ Flight time: Burner on..... Landed.....

Flight Area Description: _____

Weather Description: _____

INCOME: - Itemise total income from flight. Rates: Refer schedule A

Pilot & Passenger Names

	\$
	\$
	\$
	\$
	\$
TOTAL INCOME (Refer to Operating Rules for specifics)	\$

EXPENSES: - Include all receipts

	\$
	\$
TOTAL EXPENSES	\$

The expenses (tether costs, repair costs) are to be claimed separately, not deducted from income.

This completed statement is to be submitted to the treasurer within 30 days.



BAV Hot Air Balloon Operating Agreement

"Vicky"

VH-IFV *"I fly Victoria"*
Check sheet

Usage responsible Person:

Pilot in charge:

Pilot ABF Number:

Student ABF Number:

Check currency:


Check currency:

BAV member  \$150 user levy

\$1000 deposit

Visa/Mcard no.

exp

CFA Sch 14: 

Name

Flying cost recovery rate: **\$100 / \$150 per hour**

Starts at the first ignition of the main burner and finishes when safely on the ground. Measured in increments of 0.1 hours.

Usage Dates:

Pickup date:

Return date (within 3 days of last use):

Vehicle towing reg:

Trailer Reg: R29117 or

Drivers licence number:

Trailer Reg expiry: 6th Sept 2014 or ?

VH-IFV Log book hours out:

Condition Report: Basket BA092:

Instruments: Flytec 6040 sn44990 Last check: 8/2013

Fire Extinguisher: check current

LPG hoses: 4/2014 Tanks 1350_(6/09) / 1367_(6/09) / 1370_(6/09) / K001_(6/07)

Burner BU150:

Envelope C77-462: Temp. indicator  °C

Other equipment:

Trailer:

Fan:

Piballs, helium, strikers, maps, radios, first aid kits and any other items that the user prefers are the responsibility of the user.

Once the equipment leaves the storage location the user accepts all conditions of the BAV operating rules which continue to apply until the balloon is checked out after return.

I agree to abide by the rules and constitution of the Balloon Association of Vic. Inc.

I agree to abide by the VH-IFQ operating rules and take due care of the equipment.

Signature: _____ Date: _____

The hirer is expected to restore the balloon and equipment to a safe & operating condition after use regardless of the extent of damage/loss.

Payments payable to: BAV, to the BAV account: ANZ, BSB 013-165, Account 2954 47247