



Facility Use Agreement Between

Kili MedAir Aviation Limited (Owner) of:

P.O. Box 1153,

Moshi, Tanzania.



AND

Savannah Aviation Limited (User) of

P.O.Box 53,

Himo, Moshi Airport






For Use of Hangar Facilities for Aircraft Maintenance

Date: 1st January 2025.

Kili MedAir Aviation Limited
Moshi Airport, Hangar 1,
P. O. Box 1153, Moshi - Kilimanjaro

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Parties

1. **Kili MedAir Aviation Limited** (hereinafter referred to as the "Owner"), a company incorporated under the laws of United Republic of Tanzania and governed by the Tanzania Civil Aviation Regulation, with its principal place of business Moshi Airport, Hangar 4, holding AOC No. TCAA/AOC/080 certificate issued by the Tanzania Civil Aviation Authority (TCAA)].
2. **Savannah Aviation Limited** (hereinafter referred to as the "User" or "AMO"), a company incorporated under the laws of Tanzania, with its principal place of business at Moshi Airport, In the process of seeking Approval from the TCAA in order to perform Maintenance functions on Helicopters.

Recitals

WHEREAS, the User is an Approved Maintenance Organisation certified by the TCAA under the Civil Aviation (Approved Maintenance Organisation) Regulations, 2017 (GN. No. 55), as amended, and requires suitable hangar facilities to conduct aircraft maintenance activities in compliance with TCAA requirements;

WHEREAS, the Owner owns or controls hangar facilities that meet the housing and facility requirements under Regulation 17 of the aforementioned Regulations, including protection from weather elements, appropriate working environments, segregated areas, and storage conditions to ensure airworthiness and safety;

WHEREAS, the User wishes to use the Owner's hangar for maintenance work, and the Owner agrees to grant such use, provided that the User retains full responsibility for compliance with TCAA regulations, including quality control and airworthiness;

WHEREAS, this Agreement ensures compliance with TCAA requirements, such as providing evidence of authorization for hangar use (if not owned by the AMO), access for Authority inspections under Regulation 36, and maintenance of facilities to prevent contamination, deterioration, or damage;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Definitions

- **Airbus Series:** Refers to aircraft models manufactured by Airbus, including but not limited to the A320 family, A330, A350, and A380 series.
- **Authority/TCAA:** The Tanzania Civil Aviation Authority.
- **Hangar:** The hangar facility located at [Insert Specific Location/Address, e.g., Kilimanjaro International Airport, Hangar No. X], including associated workshops, storage areas, and access points, as described in Schedule A.

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- **Maintenance Work:** Aircraft maintenance activities, including inspections, repairs, overhauls, modifications, and component maintenance on Airbus Series aircraft, in accordance with the User's Maintenance Procedures Manual (MPM) and TCAA-approved procedures.
- **MPM:** The User's Maintenance Procedures Manual, approved by the TCAA.
- **Regulations:** The Civil Aviation (Approved Maintenance Organisation) Regulations, 2017, as amended.

Grant of Use

The Owner hereby grants to the User a non-exclusive, revocable license to use the Hangar solely for the purpose of performing Maintenance Work on Airbus Series aircraft. This use shall be subject to the User's projected aircraft hangar visit plan, which shall be provided to the Owner and updated regularly to ensure sufficient space and availability for the scope of work. The User shall not use the Hangar for any other purpose without the Owner's prior written consent.

Scope of Use

The User may conduct Maintenance Work in the Hangar, including but not limited to:

- Line and base maintenance inspections at intervals such as 750 Flight Hours (FH)/24 Months (M), 1500 FH/48 M, and 3000 FH/12 Years (YR).
- Storage of parts, tools, and equipment in designated areas.
- Access to workshops for specialised activities, ensuring segregation to prevent contamination.

All activities shall comply with Regulation 17 requirements, including maintaining a clean environment, controlling temperature and noise, and suspending work if environmental conditions deteriorate.

Term

This Agreement shall commence on 1st January 2025 and shall continue for 5 Years unless earlier terminated as provided herein. It may be renewed by mutual written agreement, subject to TCAA review if it affects the User's AMO approval.

Obligations of the Parties

Obligations of the User:

1. Retain full responsibility for all Maintenance Work, including quality control, airworthiness compliance, and release to service, as per Regulation 14 and the User's MPM.

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2. Ensure that all tools, equipment, and materials used in the Hangar comply with Regulation 18, including calibration and control traceable to acceptable standards.
3. Provide the Owner with a copy of the projected aircraft hangar visit plan and updates, demonstrating sufficiency of hangar space for base maintenance.
4. Maintain the Hangar in a clean and orderly condition, preventing contamination, and comply with environmental controls (e.g., temperature, dust, noise).
5. Allow the Owner and TCAA unrestricted access for inspections and audits.
6. Maintain records of all Maintenance Work performed in the Hangar and make them available to the TCAA upon request.
7. Ensure all personnel are qualified, trained, and competent as per TCAA requirements.
8. Obtain and maintain adequate insurance coverage, including public liability and aviation-specific policies.

Obligations of the Owner:

1. Maintain the Hangar in compliance with Regulation 17, ensuring protection from weather (e.g., no ingress of rain, wind, dust), appropriate lighting, temperature control, sealed floors, and segregated storage areas to prevent deterioration or damage.
2. Provide evidence to the User that the Hangar meets TCAA facility standards, including any necessary certifications or inspections.
3. Grant the User access to the Hangar during agreed hours [Insert Hours, e.g., 24/7 subject to notice].
4. Allow unannounced inspections by the TCAA under Regulation 36, including access to the Hangar and related records.
5. Notify the User immediately of any issues affecting the Hangar's compliance (e.g., maintenance downtime).
6. Maintain adequate insurance for the Hangar structure and indemnify the User for losses arising from the Owner's negligence.

Standards and Compliance

1. Both Parties shall ensure all activities under this Agreement comply with the Regulations, including housing, facilities, equipment, and quality systems.
2. The User shall incorporate this facility use arrangement into its MPM, including procedures for monitoring and auditing the Hangar.
3. Any deviations from standard procedures require prior approval from the TCAA.
4. The Parties shall cooperate in any TCAA audits or investigations.

Insurance and Liability

1. Each Party shall maintain insurance coverage for public liability, property damage, and aviation risks.



2. The User shall indemnify the Owner against claims arising from the User's Maintenance Work or negligence.
3. The Owner shall indemnify the User against claims arising from defects in the Hangar or the Owner's negligence.
4. Liability shall be limited to direct damages, excluding consequential losses.

Termination

Either Party may terminate this Agreement:

1. With 90 days written notice.
2. Immediately for material breach, non-compliance with TCAA requirements or safety concerns.
3. Upon revocation of the User's AMO certificate or any relevant approvals.

Upon termination, the User shall remove all aircraft, equipment, and materials from the Hangar.

Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the United Republic of Tanzania. Disputes shall be resolved through arbitration in Moshi, Kili MedAir offices, Hangar No. 1.

Miscellaneous

1. This Agreement constitutes the entire understanding and may be amended only in writing.
2. Force Majeure: Neither Party liable for delays due to unforeseen events beyond control.
3. Assignment: Not assignable without prior written consent.
4. Notices: In writing to the addresses above.
5. Severability: Invalid provisions shall not affect the remainder.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Kilimedair Aviation By:

Name: Dr. David Samwel Minja.

Title: Accountable Manager

Date: 1st January 2025.





Savannah Aviation Limited By:

Name: Esther Masatu


Title: Human Resource and Administration Manager.

Date: 1st January 2025



BEFORE ME:

Name: SHOSE SIMON MACHA

Signature: 

Address: P. O. BOX 316 MOSHI

Qualification: COMMISSIONER FOR OATHS

