Instrument number CASA EX49/25

I, PHILIPPA JILLIAN SPENCE, Director of Aviation Safety, on behalf of CASA, make this instrument under regulations 11.160, 11.205 and 11.245 of the *Civil Aviation Safety Regulations 1998*.

**[Signed P. Spence]**

Pip Spence
Director of Aviation Safety

5 June 2025

CASA EX49/25 – Community Flights Ltd – Charitable Fundraising – Exemption and Directions Instrument 2025

1 Name of instrument

 This instrument is *CASA EX49/25*– *Community Flights Ltd*– *Charitable Fundraising*– *Exemption and Directions Instrument 2025* and may be referred to as CASA EX49/25.

2 Duration

 This instrument:

(a) commences on the day after it is registered; and

(b) subject to section 3, is repealed at the end of 30 June 2026.

3 Duration for recordkeeping

 (1) This section and subsections 8(14) and (15) are repealed at the end of 30 November 2026.

 (2) For the operation of this section, after 30 June 2026, expressions and provisions mentioned in subsections 8(14) and (15) are deemed to have the meaning they had on the commencement of CASA EX49/25.

4 Definitions

 In this instrument:

***aerobatic manoeuvres*** has the meaning given by the CASR Dictionary.

***CASR*** means the *Civil Aviation Safety Regulations 1998*.

***CEO*** means the Chief Executive Officer of Community Flights Ltd (ARN 1184029).

***certified aerodrome*** has the meaning given by the CASR Dictionary.

***CFL*** means Community Flights Ltd.

***direct costs*** has the meaning given by the CASR Dictionary.

*Note*   It is expected that direct costs will be the minimum reasonable reimbursement to the operator for a flight, consistent with both the requirements of safety, and the charitable fundraising purposes of the Project.

***flying in formation*** has the meaning given by the CASR Dictionary.

***low flying*** means flight below the minimum height prescribed in paragraph 91.265(2)(a), 91.265(3)(a) or 91.267(2)(a) of CASR (as the case may be), in any circumstances except the following:

(a) taking off or landing in circumstances prescribed by the Part 91 Manual of Standards for the purposes of paragraph 91.265(4)(a) or 91.267(3)(a) of CASR (as the case may be);

(b) engaging in a missed approach;

(c) for a rotorcraft — the rotorcraft is hovering, air transiting, air taxiing or ground taxiing at an aerodrome;

(d) for a rotorcraft, seaplane or amphibian — the aircraft is flying within an access lane:

 (i) that is for use by aircraft taking off from, or landing at, a particular place; and

 (ii) details of which are published in the authorised aeronautical information for the flight.

*Note*   The effect of this definition and the use of the term low flying in paragraph 6(1)(l) is that flight below the minimum height relevantly prescribed by regulation 91.265 or 91.267 of CASR is only permitted in the circumstances identified in paragraphs (a) to (d) of this definition. Low flying in other circumstances is not permitted under this exemption.

***notification*** means an up-to-date, written and dated, notice to CASA’s Flight Standards Branch, sent by email, and signed by, or on behalf of, the CEO:

(a) identifying each pilot in command of an aircraft who is approved in writing by the CEO, or a person acting on behalf of the CEO, as a participant to operate an aircraft (the ***relevant aircraft***) for the relevant event; and

(b) identifying the make, model and registration number of the pilot in command’s aircraft; and

(c) stating that the CEO has received a declaration from the pilot in command (the ***pilot declaration***) that:

 (i) they have a copy of this instrument on board the aircraft; and

 (ii) they solemnly undertake to comply with its conditions; and

(d) identifying each pilot (if any) who is considered by the CEO to have, or to have been, withdrawn from participating in the event.

*Note*   There may be more than one notification as particular identified pilots join or withdraw from a relevant event, or switch from one particular aircraft to another. To avoid doubt, use of email is required; use: fsb.corro@CASA.gov.au.

***pilot in command*** means each pilot in command operating a relevant aircraft whose name:

(a) has been notified to CASA in a notification; and

(b) has not been notified to CASA by the CEO, or a person acting on behalf of the CEO, as a pilot who is no longer participating in a relevant event.

***relevant aircraft*** means the aircraft mentioned for a pilot in command in a notification.

***relevant event*** means each discrete occasion arranged by CFL, that complies with the requirements and conditions of this instrument, to raise funds for their charitable purposes.

***relevant flight*** means a flight, by a pilot in command, in a relevant aircraft, during a relevant event, to carry a relevant passenger under an arrangement in which CFL arranges:

(a) for the operator to provide the passenger with a flight in accordance with the requirements and conditions of this instrument; and

(b) for the operator to be paid, from the payments made by all passengers on the flight, nothing more than the direct costs of the flight, as agreed between the operator and CFL, to the exclusion of any and every other form of hire or reward, in money or money’s worth, that may, or could, be paid, or accrue, to the operator from CFL or from any other source whatsoever; and

(c) for the entire remainder of the payments made by all passengers on the flights mentioned in paragraph (b) to be placed, in the first instance, in a CFL bank account for CFL’s charitable purposes.

***relevant passenger*** means an individual by or for whom a sum of money, as stipulated by CFL, has been paid in return for which CFL will arrange a relevant flight in accordance with this instrument.

***type certificated*** has the meaning given by the CASR Dictionary.

5 Application

 This instrument applies, according to its terms, to:

(a) each pilot in command of a particular aircraft who is named in an up‑to‑date notification as a participant in a relevant event; and

(b) CFL.

6 Exemption

 Each pilot in command, in their capacity as an operator, is exempted from compliance with Part 119 of CASR.

*Note*   In general terms, the effect of this exemption is that, although carrying paying passengers, each pilot in command is not required to hold an otherwise required Air Operator’s Certificate (an ***AOC***) for the particular aircraft, or comply with requirements specifically related to the holding of such an AOC. However, each pilot in command must comply with the conditions in this exemption instrument, and the applicable requirements of CASR, for example, Part 91 and Part 61.

7 Conditions

 (1) The exemption under section 6 is subject to the following conditions:

**The aircraft**

(a) the relevant aircraft for a flight must have a maximum operational passenger seating capacity of not more than 5;

(b) the relevant aircraft must have a maximum take-off weight of not more than 2 700 kg;

(c) the relevant aircraft must be type certificated in the normal, commuter or transport category;

**The pilot in command**

(d) the pilot in command must hold an air transport pilot licence or a commercial pilot licence;

(e) the pilot in command must have conducted at least one take-off and one landing in an aircraft of the same type and the same category as the relevant aircraft, in the 30 days immediately before the flight;

(f) the pilot in command must have at least:

 (i) 150 hours of flight time as a pilot in command (***PIC***) of an aeroplane or helicopter (as applicable for the relevant flight); and

 (ii) if the relevant aircraft is a multi-engine aircraft — 25 hours of flight time as PIC of a multi-engine aircraft; and

 (iii) 10 hours of flight time on the same type or class of aircraft as the relevant aircraft;

(g) the pilot in command must not participate in more than 4 relevant events before the end of 30 June 2026;

(h) the pilot in command must have a copy of this instrument on board the relevant aircraft during a flight;

**The flight**

(i) the relevant aircraft must take-off from, and land at, the same certified aerodrome;

(j) the flight must be wholly conducted within a 50 nautical mile radius of the departure aerodrome;

(k) the flight must be conducted under the Visual Flight Rules by day;

(l) the flight must not involve the conduct of any aerobatic manoeuvres, flying in formation, or low flying;

**The passenger advice and acknowledgement statement**

(m) in addition to any passenger briefing required by Part 91 of CASR, the pilot in command for a relevant flight must ensure that each passenger receives, electronically, or in easily legible hard copy, the following, standalone, written document (the ***passenger advice and acknowledgement statement***) at least 24 hours before a flight:

**Passenger Advice Statement**

1. The Civil Aviation Safety Authority (***CASA***) requires that:

(a) as a passenger in the aircraft to be used for Community Flights Ltd (***CFL***) fundraising purposes, you are given this statement at least 24 hours before the flight; and

(b) I, as the pilot in command of the aircraft, collect it and the signed acknowledgement from you before the flight commences.

1. This flight is a specific fundraising flight on behalf of CFL.
2. It is conducted under the requirements and conditions of an exemption instrument granted by CASA.
3. The exemption instrument is available to view on the CASA website (*CASA EX49/25*– *Community Flights*– *Charitable Fundraising*– *Exemption and Directions Instrument 2025*, at <CASA.gov.au>).
4. In granting the exemption, CASA:

(a) regarded as paramount the preservation of a level of aviation safety that is at least acceptable; and

(b) has imposed conditions that are necessary in the interests of the safety of air navigation.

1. As such, the flight is **not** governed by the same level of oversight, and is **not** subject to the same safety standards, that would be in place for a commercial passenger-carrying operation.
2. Although the flight is subject to a range of safety conditions, the flight is, therefore, associated with a lower level of oversight, and a higher level of safety risk, than would be the case for a commercial passenger‑carrying operation.

**Passenger Acknowledgement**

I acknowledge that I have read and understand the above passenger advice:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*If the passenger is under 18 years of age, this passenger acknowledgement must be signed by that person’s parent or legal guardian:*

I [print name] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of

[address]

am the parent or legal guardian of the passenger named below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I acknowledge that, as the parent or legal guardian of the passenger, I have read and understand the above passenger advice:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(n) before a flight commences, the pilot in command must have the signed, and dated, passenger advice and acknowledgement statement from each passenger (or, if a passenger is a person under the age of 18 years old, from the parent or legal guardian of the passenger);

(o) before a flight commences, the pilot in command must leave each signed and dated passenger advice and acknowledgement statement for the flight with a responsible person at the departure certified aerodrome.

**The responsible person**

 (2) For paragraph (1)(o), a responsible person is a representative of CFL or another person who will ensure that CFL receive each of the passenger advice and acknowledgement statements for the flight.

8 Directions

**Number and extent of relevant events**

 (1) CFL is directed that it must not arrange for more than 4 relevant events to be completed before the end of 30 June 2026.

 (2) CFL is directed that each relevant event must not last for more than 3 consecutive days.

**Notifications**

 (3) CFL is directed to ensure that each pilot in command:

(a) who participates in the relevant event; or

(b) who withdraws, or is withdrawn, from such participation;

 is notified to CASA in a notification.

 (4) CFL is directed to ensure that the initial notification of a relevant event is provided to CASA at least 7 days before the commencement of the event.

**Pilot compliance**

 (5) CFL is directed to ensure that each pilot in command mentioned in a notification:

(a) has complied with the applicable requirements and conditions of this instrument at the time of notification; and

(b) complies with the applicable requirements and conditions of this instrument at all times during each relevant event in which the pilot participates; and

(c) if CFL learns of the pilot’s non-compliance with any of the requirements and conditions of this instrument:

 (i) is immediately withdrawn from participation in the relevant event by CFL; and

 (ii) is the subject of written information to CASA by CFL, outlining the non-compliance, within 3 working days of the withdrawal.

**Pilot reimbursement**

 (6) CFL is directed to ensure that:

(a) no more than direct costs are paid to a pilot in command for a relevant flight from the relevant donations for the flight as received by CFL, to the exclusion of any and every other form of hire or reward, in money or money’s worth, that may, or could, be paid, or accrue, to the pilot in command from CFL or from any other source whatsoever; and

(b) the entire remainder of the payments of all passengers on the flight mentioned in paragraph (a) are, in the first instance, placed in a CFL bank account for CFL’s charitable purposes.

*Note*   CASA considers that this direction is likely to beneficially affect the safe navigation and operation of relevant aircraft by reinforcing to all concerned that a flight is not a passenger air transport operation, nor a self-contained private operation, but a hybrid operation in which safety conditions and other directions, combined, will achieve an acceptable level of safety for relevant passengers but not equivalent to that which would pertain in a passenger air transport operation.

**Safety procedures and descriptions**

 (7) CFL is directed to devise and implement a fail-safe procedure to ensure that, for each flight, CFL will obtain each signed and dated passenger advice and acknowledgement statement from the relevant responsible person.

 (8) CFL is directed to prepare, and provide for each pilot in command, a set of procedures, not inconsistent with this instrument, to assist pilots in command to comply with this instrument.

 (9) CFL is directed to prepare, and publish on its website, for potentially relevant passengers, a plain English description of the purpose and methodology of this instrument, including details of the approximate duration and areas of a flight, and the cost to a relevant passenger.

 (10) CFL is directed to keep in regular contact with each pilot in command during a relevant event in order to emphasise that aviation safety is the first priority of each flight in a relevant event.

 (11) CFL is directed to immediately notify CASA with the known details of any incident or accident that occurs during a relevant flight.

**Insurance**

 (12) CFL is directed to ensure that a pilot in command is not notified to CASA unless CFL has established, as a matter of fact, that the pilot’s operation of the proposed relevant aircraft for the purposes of this instrument is covered by a policy of insurance at least appropriate for private operations carrying passengers in the type and category of the relevant aircraft.

*Note*   CASA considers that this direction is likely to beneficially affect the safe navigation and operation of relevant aircraft by reinforcing to all concerned that a flight is not a passenger air transport operation, but a hybrid operation in which safety conditions and other directions, combined, will achieve an acceptable level of safety for relevant passengers but not equivalent to that which would pertain in a passenger air transport operation.

**Audited accounts**

 (13) CFL is directed to ensure that, not later than 6 weeks after the completion of a relevant event, CASA’s Flight Standards Branch is provided, in an email, and in spreadsheet format, with an audited account of the following for the relevant event:

(a) the total number of relevant flights conducted;

(b) the total number of passengers carried;

(c) for each participating pilot in command:

 (i) the number of relevant flights conducted by the pilot in command on each day of the relevant event; and

 (ii) the category, type and class of the aircraft used in each flight; and

 (iii) the number of passengers carried on each flight; and

 (iv) the direct cost reimbursement made by CFL to the pilot for each flight.

*Note* *1*   To avoid doubt, use of email, with spreadsheet attachment, is required; use: <fsb.corro@CASA.gov.au>.

*Note* 2   CASA considers that the prospect of availability, and actual availability, to CASA, and the travelling public should it be requested, of de-identified audited accounts from the relevant events is likely to beneficially affect the safe navigation and operation of relevant aircraft by reinforcing to all concerned that a flight is not a passenger air transport operation, but a hybrid operation in which safety conditions and other directions, combined, will achieve an acceptable level of safety for relevant passengers but not equivalent to that which would pertain in a passenger air transport operation.

**Preservation of records — CFL**

 (14) For each flight, CFL is directed to keep the following records in safe custody, and available on written demand by CASA, until the end of 30 November 2026:

(a) the relevant pilot declarations mentioned in paragraph (c) of the definition of ***notification*** in section 3;

(b) all of the passenger advice and acknowledgement statements mentioned in section 6;

(c) all of the material mentioned in subsections 8(7), 8(8) and 8(9);

(d) all of the records for each flight provided to it by the pilot in command under subsection 8(15).

**Preservation of records — each pilot in command**

 (15) The pilot in command is directed to:

(a) keep, until the end of 30 November 2026, for each flight, records of:

 (i) the information described in paragraph 8(13)(c); and

 (ii) the passenger advice and acknowledgement statements of each relevant passenger; and

(b) provide copies of those records to CFL not later than 7 days after the completion of a relevant event.

**Pilot in command insurance**

 (16) The pilot in command is directed to ensure that, for each relevant flight, their operation of the relevant aircraft for the purposes of this instrument is covered by a policy of insurance at least appropriate for private operations carrying passengers in the type and category of the relevant aircraft.

*Note*   CASA considers that this direction is likely to beneficially affect the safe navigation and operation of relevant aircraft by reinforcing to all concerned that a flight is not a passenger air transport operation, but a hybrid operation in which safety conditions and other directions, combined, will achieve an acceptable level of safety for relevant passengers but not equivalent to that which would pertain in a passenger air transport operation.