



# **FENLAND AERODROME CLUB RULES**

Fenland Aero Club  
Fenland Airfield  
Holbeach St Johns  
Spalding  
Lincolnshire  
PE12 8RQ

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## Minor Reviews and Changes to Rules:

1. **08 Apr 21** – version 6i – MT change to wording of rule 2.2 (e4), 4.6 and 4.10. Annex C added
2. **28 May 20** – version 6h – committee added amendment to 4.10
3. **21 Mar 19** – version 6g – 4.16 added
4. **04 Jul 18** – version 6f – AGM change to wording of rules 5.12 and Annex A.4
5. **21 Jun 18** – version 6e - committee change to wording of rule 2.2 (e3)
6. **21 Sep 17** – version 6d - committee change to wording of rule 5.8
7. **05 Jul 17** – version 6c – AGM change to wording of rule 2.2 (c)
8. **05 Jun 17** – version 6b - committee change to wording of rules 3.9, 4.2 and 5.5
9. **17 Mar 16** – version 6a - committee change to wording of rules 3.2 and 3.4

## **PART 1 - THE CLUB**

### **Name of the Club**

1.0. The name shall be the **Fenland Aero Club**. The Fenland Aero Club operates at Fenland Airfield, Jekils Bank, Holbeach St John, Lincolnshire PE12 8RQ and is licensed for day and night flying by the Civil Aviation Authority (CAA).

### **Objectives of the Club**

1.1. The objective of **The Club**<sup>1</sup> is to promote the amateur sport of flying, at the lowest possible rates, including the provision of flying training and social facilities. The Club shall be a non-profit organisation. The objectives shall be advanced by the following through good governance and sound business practice:

- (a). to sustain and maintain a Clubhouse, grounds, equipment and training;
- (b). Take out any insurance for Club, employees, contractors, guests and third parties;
- (c). Raise funds by subscriptions, appeals and charges;
- (d). Borrow money for the Club and open bank accounts;
- (e). Buy, lease or license property and sell, let or otherwise dispose of the same;
- (f). Set aside funds for special purposes or as reserves;
- (g). Invest funds in any lawful manner;
- (h). Employ and engage staff and others and provide services;
- (i). Cooperate with or affiliate to any bodies regulating or organizing the sport or body involved with it and with government and related agencies;
- (j). Do all things that are reasonably necessary to advance the purpose.

### **Fenland Aero Club (Licencing) Ltd**

1.2. The CAA Aerodrome Licence cannot be held by an individual; therefore, Fenland Aero Club maintains a registered limited company to operate, maintain and hold the aerodrome licence. The Directors of Fenland Aero Club (Licencing) Ltd are formed of the Club's Trustees. The Company does not submit any accounts and is formed of three ordinary shares one each in the name of a Club Trustee. The Director of the Company is the Aerodrome Licensee.

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<sup>1</sup> The expression '**The Club**' shall mean the trustees and members of FENLAND AERO CLUB and includes buildings, installations and facilities on the Airfield, Holbeach St John, Spalding PE12 8RQ.

**Definitions** - words importing the masculine gender shall include the feminine where the context so requires.

## **PART 2 - MEMBERSHIP**

- 2.0. Membership of the Club shall be open to any person interested in aviation.
- 2.1. Applications shall be proposed and seconded by members, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.

### **Classes of Membership**

- 2.2. The Club has six classes of membership: Flying, Associate Flying, Social, Temporary, Honorary and Life and are defined as follows.
- (a). **Flying Membership** - all privileges as set out in these rules and operational regulations (**Note** - flying membership includes the facility to buy discounted aviation fuel from the Club, lease aircraft hangar and parking space. To fly any aircraft owned by that member into Fenland themselves without further charges for landing or parking; to have any aircraft owned by them flown into Fenland on their behalf without further charge. To benefit from the reciprocal landing-fee waiver agreements for the time being in force with other airfields (as notified in the Clubhouse) when flying any acceptable aircraft themselves (as P1) in accordance with such agreement).
- (b). **Associate Flying Membership** - full privileges, except the right to receive instruction in flying, or to fly regularly as a pilot of an aircraft based at Fenland airfield; this class of membership is designed for **flyers not based** at Fenland Airfield (membership provides free landing fees & social membership but not fuel discounts or hangarage).
- (c). **Social Membership** - full privileges, except the right to receive instruction in flying, to fly as a pilot of an aircraft based at Fenland airfield, rent hangar space, have discounted fuel or to benefit from the reciprocal landing-fee waiver agreements.
- (d). **Temporary Membership** - will generally be issued to persons who require a short period (of no more than 3 months) of instruction in flying, or to fly as a Pilot of an aircraft based at Fenland Airfield to qualify or renew ratings, or undertake skills or validation tests etc. through Fenland Flying School.
- (e). **Honorary Membership** - members may consider that exceptionally, an individual has given a continued and excellent service to the Club. In this respect a nomination by a member and seconded by a further two members shall be made in writing to the Club Secretary not less than twenty one days prior to an AGM.
- (1). The Secretary shall provide the details of the nomination to members in a notice to be displayed on the Club notice board and by other electronic means if available.

- (2). the proposal for Honorary Membership shall be made to members by the proposer at an AGM and shall be approved by a majority vote of those attending the meeting. The appointment shall be reviewed annually and voted at each AGM.
- (3). An Honorary Member shall retain voting rights (unless ex-officio as defined by rule 4.10) and shall not be subject to a member's subscription charge. The status of Honorary member will be as that of Flying Member.
- (4). **Flying Instructors** - flying instructors being employed by the Fenland Flying School and Resident Engineers on a full or part-time basis may be considered as Honorary Members.
- (f). **Life Membership** - Life membership may be at the discretion of the Committee or proposed and carried at the AGM.
- (g). **Corporate Membership** - corporate membership is available to a company or organisation who wish to regularly use the aerodromes facilities. Membership provides free landing fees & social membership but not fuel discounts, hangarage or any Club AGM/EGM voting rights, the rate will be set by the committee in line with flying membership and the type and scale of the organisation.

### **Flying Membership Definition**

- 2.3. Any person undertaking flight training, hiring, owning or a member of a Flying Group based at Fenland Airfield must be a fully paid up flying member. Any person undertaking flight operations with the Fenland Flying School, as a hirer or a group member based at Fenland Airfield **shall not fly or use the airfield facilities unless they are a fully paid up flying member of Fenland Aero Club.**

### **Family Membership**

- 2.4. The spouse and children under the age of 18 years of Flying or Social Members shall be considered social members of the Club with no voting rights. However, a spouse or child learning to fly, owning, hiring or flying in any form of aircraft from Fenland Airfield must be a flying member in their own right.

### **Membership Card**

- 2.5. On acceptance of any person as a member, the Club shall provide as required, a membership card, which shall show the period of validity and the members' name. The membership card will contain the membership type and reference number and following membership acceptance; the appropriate subscription rate shall be paid as stated in the rules (see subscriptions).



- 2.6. A Club member shall on request of a Flying Instructor, Committee Member, Club Official or Contract Catering Staff produce his member's card if called upon to do so.
- 2.7. A Club membership card is not transferable.

### **Membership Refusal**

- 2.8. The Club Committee may refuse a proposed new member or current member on the grounds of character, their general conduct, financial probity or conduct which has or may be likely to bring the Club or flying into disrepute. In the case of a current member, being refused further membership; then that membership will be withdrawn with at least one month's written warning giving a brief explanation of the reasons at the end of the membership and Club year on 31<sup>st</sup> March.

### **Suspensions and Expulsion of Members**

- 2.9. If a member committing a breach of the Club rules or the rules contained in the Fenland Aerodrome Manual, Daily Operations Manual or of any other regulation or by statutory law promulgated by the Club or being charged with conduct which, in the opinion of the Committee, is detrimental to the character and interest of the Club, rendering it desirable that the member should be cautioned, suspended or cease to be a member of the Club. That member shall be invited to attend a meeting of the Committee, at which time the member shall be given a reasonable opportunity to provide an explanation verbally or may elect to provide the necessary details in writing. One supporting associate who may not necessarily be a Club member may accompany the member. A member who feels that his case has not been fairly dealt with following this procedure, may in the last instance, appeal in writing to the Club President. Should the Committee consider the charge is sustained, the member may be cautioned, suspended, expelled or required to resign his membership as the committee thinks fit.

### **Application for Membership**

- 2.10. Application for membership shall be made on the fully completed form provided by the Club, with two sponsors from current Club members.

### **Registration of Members Contact Address**

- 2.11. All Members shall provide the Club Secretary with a current contact address to enable Club communication for registration and other matters as considered necessary by the committee. All correspondence sent to the advised address shall be considered duly delivered. In addition, members are encouraged to provide an electronic address, a phone number and profession that shall be used as considered prudent.

These details shall not be provided to a third party without the member's authority. The Club shall comply with the requirements in the use, distribution and security of personal data under the Data Protection Act.

Authorised AGM Fenland Aero Club Rules

## **PART 3 - SUBSCRIPTIONS**

- 3.0. Annual subscription rates, including membership and hangarage shall be authorised by the Committee and subsequently advised to members by the Secretary in a timescale that provides a reasonable period to allow payment to be made on or before the first day of April.

### **Subscription Period**

- 3.1. The Club membership runs from 1<sup>st</sup> April to 31<sup>st</sup> March of the following year, with all membership subscriptions due on or before the first day of April.

### **Flying & Associated Flying Membership Annual Subscription**

- 3.2. All new applications received during a year shall be charged on a monthly basis pro-rata the annual subscription and shall include the month of joining as a full month.

### **Social Membership Annual Subscription**

- 3.3. All new application accepted after the 1<sup>st</sup> April will be charged at the full rate for social membership.

### **Subscription for Young Persons Under 18 Years**

- 3.4. Annual flying membership subscriptions for persons under the age of 18 years at the start of the Club Year are reduced by 50% of the normal Flying Membership rates. All new applications received during a year shall be charged on a monthly basis pro-rata the annual subscription and shall include the month of joining as a full month.

### **Annual Subscription Renewals**

- 3.5. Payment of the subscription shall be considered as acceptance of, and consent to the rules, regulations and byelaws of the Club, to the penalties they exact and to any amendments that may be made to them.
- 3.6. A complete list of all members, as amended from time to time, may be available from the Secretary. The list shall not provide members personal details including address, emails or telephone numbers.
- 3.7. The Club shall endeavour to maintain subscriptions at levels that will not pose a significant impediment to participating members. Only Flying, Associated Flying and Social members shall have the right to vote at an Annual General Member (AGM).
- 3.9. A member shall be deemed to have resigned from the Club if, after due notice and reminder in writing/electronic format, has not paid the annual subscription which became due on 1<sup>st</sup> April, after one month. Consequently, all membership rights will cease (including the right to fly, to hangarage and to purchase fuel at a reduced rate). All members whose membership has lapsed will be notified by the Secretary and the notification of the lapsed membership will be copied to the Committee.

## **PART 4 - CONSTITUTION OF THE CLUB**

- 4.0. Except as stated in these Rules and otherwise provided, the Committee shall have total control over matters of finance in connection with the Club. It shall from time to time vary the amount of any rate of subscription, price of aviation fuels, the scale of all charges including hangarage & open parking of aircraft and the use of & access to airfield facilities.

### **Club Rules**

- 4.1. All Club Rules may be amended at an Annual General Meeting (AGM) / Extraordinary General Meeting (EGM) by two thirds of the votes cast. Minor changes may be made by the Committee as required (*which may be reversed or further amended by an AGM/EGM*) but not so as to jeopardize the Club's status as a Community Amateur Sports Club, its objectives or constitution.

### **Annual General Meeting**

- 4.2. The AGM shall be held on the last Wednesday in June or held not more than fourteen months following the previous AGM. The committee shall arrange a General Meeting (GM) whenever and as often as it shall deem to be necessary to do so. Notice of the AGM shall be displayed on the Club notice board not less than fourteen days and not more than twenty-eight days prior to the date of the proposed meeting. Five percent of registered Club members shall be deemed to form a quorum. If less than that number of members is present, the meeting shall be adjourned for seven days and irrespective of the number of members present when the meeting resumes, it shall be deemed to form a quorum. Proposed changes to Club rules shall be delivered to the Secretary at least 14 days before an AGM ensuring proposed changes can be displayed on the Club notice board and or communicated to members via email, letter or website.
- 4.3. Any resolution, other than matters appertaining to finance, accepted by the membership and approved by majority vote at an AGM or EGM where sufficient members are present for the meeting shall not be overruled by the Committee and shall take precedence over any contrary resolution made by the Committee and shall be enacted without undue delay by the Committee or its officers insofar as is reasonably practical and provided only that such instructions shall not be contrary to any statutory instrument or byelaw.
- 4.4. Committee members shall present a review of the Club's activities since the previous AGM.
- 4.5. Members shall be given the opportunity to discuss and vote on any resolution, including policy or a change to the Rules and deal with any other business put to the meeting.

### **Extraordinary General Meeting (EGM)**

- 4.6. A number of members, being not less than ten or less than ten per cent of the members entitled to attend and vote at the Annual General Meeting, whichever is the greater shall be capable of summoning an EGM at any time on giving not less than twenty one days' notice of their intention, by displaying a notice on the Club notice board and ensuring the use of electronic mail, letter and website is used to ensure full publicity is afforded to members. Once the requisite numbers are obtained, the Membership Secretary has unilateral authority and will distribute the proposed EGM notice to all members without delay and without hindrance from any committee or club member.

### **Voting**

- 4.7. Only Flying Members, Associated Flying Members and Social Members who have paid their subscriptions in full are entitled to vote at any AGM or EGM.

### **The Club President**

- 4.8. **The President** - has traditionally been an honorary appointment with no executive function, elected at an AGM from nominations of the Committee or members in recognition of continued and excellent service to the Club. The role primarily is to promote the wellbeing of the Club for its membership both internally and in the wider community by assisting to develop relationships between the Club and other institutions and associations as appropriate. Activities may include 'ceremonial' duties such as presenting awards, hosting receptions, proposing toasts or attending events as an official representative of The Club and to take the chair at the AGM on the resignation of the old committee; prior, to the re-election of the new committee. Furthermore, the role has been an arbitrator and medium for disputes between members or the Committee and members.

- (a). **Appointment of the President** - the candidate should be a member of the Club who by their dedication, contribution and approach is acknowledged as an individual who could provide inspiration, guidance and support to the Club. Nomination is by a member and seconded by a further two members shall be made in writing to the Club Secretary not less than twenty one days prior to an AGM when reappointment is due. The Secretary shall provide the details of the nomination to members in a notice to be displayed on the Club notice board and by other electronic means if available. The proposal for Honorary President shall be made to members by the proposer at an AGM and shall be approved by a majority vote of those attending the meeting.
- (b). **Length of appointment** - the President may be appointed for term of appointment of three years. The term of appointment should be reviewed at the end of the term by the membership at an AGM and may be renewed for a further term.

- (c). the President may be asked to stand down at an AGM or by the committee should they bring the role into disrepute.

### **Chairman and Vice-Chairman**

- 4.9. A Club Chairman and Vice-Chairman shall be appointed at the first meeting of the elected committee following the AGM. The appointment shall be for one year. A Chairman and Vice-Chairman may volunteer for subsequent periods of one year at each AGM.

### **Exofficio Members of the Committee**

- 4.10. The proprietors (or their representatives) of Flying School(s), the Catering franchise and the Engineering facilities shall be exofficio members of the committee, and shall not be liable to retire by rotation. Exofficio members shall not have the right to vote at a Committee meeting.

### **Sub Committee**

- 4.11. The Committee shall have the authority to appoint and delegate tasks to sub-committees for such specific purposes as considered necessary. Members of such Committees need not be members of the Committee or the Club. Sub Committee findings, proposals and or recommendations shall be forwarded to the Club Committee for consideration, amendment and authorisation as considered appropriate.

### **Termination of the Club**

- 4.12. Members shall vote to terminate the Club. If not less than three quarters of Club members present and voting support the proposal at a properly convened AGM / EGM.
- 4.13. Following member's approval to terminate the Club, the Committee shall dispose of the Club assets in the first instance to reimburse creditors; after which, the remaining assets shall be donated in the following manor:
- (a). Transfer to another Club with similar sports purposes which is a registered charity and / or Transfer to another Club with similar sports purposes which is a registered CASC.

### **Annual Accounts**

- 4.14. A qualified professional body shall be appointed by the Committee to audit the Club accounts. The finalised annual accounts for the previous financial year will be made available at the AGM in June.
- 4.15. The audited accounts shall be available to members both electronically and on the Club notice board for a period of not less than twenty-one days prior to an AGM. The Treasurer at the AGM shall present the annual accounts to members.

### **Named Persons**

- 4.16. It is a CAA requirement (CAP168) to maintain an up to date document of named persons. This document should be reissued annually and signed at the first meeting of the elected committee following the AGM.

Authorised AGM Fenland Aero Club Rules

## **PART 5 - THE COMMITTEE**

- 5.1. **Trustee<sup>2</sup>s of Fenland Aero Club** - are made up of the following persons:
- **Fenland Aero Club (Licencing) Ltd** - Director who also acts as the CAA Aerodrome Licensee and two other ordinary shareholders made up of Club committee or members.
  - **Fenland Aero Club** - the Club Secretary, the Club Treasurer and members of the Club Committee and the President.
- 5.2. The Trustees shall have the responsibility for the management of the Club, its funds, property and affairs.
- 5.3. A committee shall be elected by the members of the Club at the Annual General Meeting (AGM) and shall consist of a Secretary, Treasurer and an adequate number of members to form a Committee of not less than five and not more than eleven. See also Para 5.21.
- 5.4. Nominations for the Committee shall be posted on the Club notice board by the Secretary with the notice of the AGM and shall be displayed on the Club notice board not less than fourteen days and not more than twenty-one days prior to the date of the proposed AGM. Nominations shall be sponsored and seconded by a member.
- 5.5. Committee members shall retire annually, but shall be eligible for re-election. No person may be nominated to serve on the committee (or management team) unless he or she has been a flying or social member of the Club for two full consecutive years. Only one related family member may serve on the Committee at any one time.
- 5.6. Any person with a business, commercial or personal interest in Fenland Aero Club shall not have the right to be a voting committee member. However, they or their representative may attend Committee meetings in an exofficio capacity concerning issues that directly affects their business or agenda item.
- 5.7. The Committee shall have the authority to provide:
- (a). Sporting (Flying) activities;
  - (b). Social activities;
  - (c). Insurance cover;
  - (d). the supply and sale of food and drink;
  - (e). the remunerated employment of members and contractors for the provision of goods and services;

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**2 A Trustee** is a Club Member who holds property, authority, or a position of trust or responsibility for the benefit of Club Members. A trustee can be a member who is allowed to do certain tasks but not able to gain income from those tasks. They are also holders of property on behalf of the Club and a person who serves on the Committee of the Fenland Aero Club or a Director of Fenland Aero Club (Licencing) that operates for the benefit of the Club as a whole and its members in particular.



- (f). Reasonable hospitality for guests;
  - (g). Indemnity for the Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club but only to the extent of its assets;
  - (h). Maintain the Clubhouse and airfield in a safe and appropriate condition at all times;
  - (i). Maintain the provide and manage hangar space for members, in an effective and efficient way to ensure use and revenue is maximised at all times;
  - (j). Purchase aviation fuel for use by members and visitors;
  - (k). Such necessary steps to comply with statutory and legal duties; to provide information, safeguards and conditions to comply with good business practice and business continuity; to apply safe and appropriate measures and conditions to maintain the aerodrome licence, flying and Club activates.
  - (l). Such necessary steps to negotiate with the Landlord on lease matters or raise and maintain 'Licenses' for other businesses to operate from the Club's demise or use the Club's facilities on behalf of the members.
- 5.8. The Committee shall conduct its business to a written agenda as approved by the Chairman. All written and verbal communications at a Committee meeting must be made through the Chair.
- 5.9. Minutes shall be taken at Committee meetings. The Committee shall approve minutes at the next meeting. Minutes shall be made available to Club members.
- 5.10. The Committee shall meet at such times as may be necessary (generally monthly) to transact the business for which it was elected.
- 5.11. The Treasurer shall provide to the committee a financial statement for each monthly Committee meeting based on the end of month bank statement. The statement should provide the following information:
- (a). the statement should be provided for a snapshot of monies in the FAC account on the last day of each proceeding month as follows:
    - (1). Cash in the Bank;
    - (2). Petty Cash;
    - (3). Outstanding Debtors;
    - (4). Outstanding Creditors;
- 5.12. An elected committee member shall declare a commercial interest in a matter to be discussed. Unless asked to stay, the Committee member shall not have his vote counted and shall withdraw from the room.

- 5.13. At least 50% of elected committee members shall be present for the meeting to be valid.
- 5.14. Meetings shall be held face to face.
- 5.15. The Chairman, Vice-Chairman or whoever those present elect, shall chair meetings.
- 5.16. A resolution in writing and signed or by electronic means (email) submitted by every Committee member shall be valid without a meeting.
- 5.17. The Chairman shall have a casting vote.

#### **Maximum Expenditure of Committee**

- 5.18. The committee may authorise capital expenditure up to £7,500 without consulting the members, but excludes the purchasing of fuel, general maintenance or health & safety issues. Capital expenditure of more than £7,500 on new equipment, systems, building alternations or general improvements must be authorised by the Membership through an EGM or AGM.

#### **Minutes of Committee Meetings**

- 5.19. Minutes of Committee meetings shall following the Chairman's acceptance are displayed on the Club notice board. Following approval at a Committee meeting, minutes shall be displayed on the Club Notice Board for one calendar month and subsequently filed and available from the Secretary in electronic format on request by members.
- 5.20. Minutes shall be retained for a period of five years.

#### **Insufficient Numbers of Members to Form a Committee**

- 5.21. If insufficient members apply to be Committee Members of FAC at an AGM, the AGM shall be required to approve a Management Team to carry out the duties necessary to run the Club, airfield and maintenance of the Aerodrome Licence. The Management Team shall consist of not less than five members and a minimum of three members shall be required to form a quorum.
  - (a). If a Management Team is required to be formed then the Management Team will be the Committee and have the same authority and duties as a constituted committee.
  - (b). Management Team Meetings shall be open to any Club Member wishing to attend to observe proceedings only.
  - (c). Management Team Meeting Minutes shall be published on the Club notice board complete with a monthly Financial Statement within 14 days of the meeting taking place.

## **PART 6 - BUSINESS GOVERNANCE & GOOD PRACTICE**

6.0. Club's Services, Banking, Solicitors and Accountants shall be located with branches or firms in the immediate area to the airfield for ease of access to ensure that officers of the Club can access the branch for business and account functionality. The Club professional service providers shall be based locally in either Holbeach or Spalding.

### **Bank Account Type**

6.1. The bank account shall be a Business 'Club' or 'Treasurers' type to avoid bank charges. The account shall have the facility for internet access to enable account details to be available immediately and that emergency or large payments may be made electronically or authorised to ensure good business continuity. The Treasurer shall not have sole access to the internet bank account and shall require Committee authority to make any payments or transfer monies.

### **Bank Account Signatories**

6.2. There shall be at least three persons who are authorised signatories for cheques, these signatories should include the Chairman, the Secretary and one member of the committee (but not the Treasurer);

(a). authority for payment shall be authorised by Committee member(s) with internet banking access;

(b). the committee may authorise committee members and others as required, including the Bookkeeper to make Electronic (BACs) payments and transfers up to £7500 for any one payment.

(1). At least one Committee member will be authorised to make BACs payments up to £25,000 specifically to pay for bulk fuel deliveries only;

(c). the committee may authorise committee members and others as required, to have access to view all account transactions from the Club's bank accounts;

(d). All banking transactions will require a full audit trail including delivery note, invoice and BACS payment record. All transactions will be produced and kept in **PDF format**, and kept in the Dropbox treasurers account for viewing by committee members, as necessary.

6.3. **Treasurer** - the Treasurer shall not sign cheques or make payments, but will present invoices for payment through the authorised Committee Member signatories.

### **Club Correspondence and Communications**

6.4. **All correspondence** entered into by Officers of the Club will be addressed through the Secretary at the following address:

The Secretary  
Fenland Aero Club  
Fenland Airfield  
Holbeach St Johns  
Spalding, Lincs PE12 8RQ  
Tel: 01406 - 540330  
Email: [facsecretary@fenlandairfield.co.uk](mailto:facsecretary@fenlandairfield.co.uk)  
Web: [www.fenlandairfield.co.uk](http://www.fenlandairfield.co.uk)

- 6.5. Under no circumstances may Fenland Aero Club correspondence such as official emails, forms, account information, statements, invoices certificate authorisation or CAA licensing information or **any other documentation be sent directly to private addresses of individual committee members**. This is to ensure that all correspondence relating to the effective running of FAC business is securely accounted for and that records and correspondence are correctly kept, filed dealt with and archived effectively.
- 6.6. All of the Club's Documents should be available to other committee members and therefore it is recommended that electronic document share and management system should be used to ensure no documents are kept inaccessible on individual computers and not available to the Committee and Secretary. It is suggested that all documents are converted to 'PDF' format and saved in Dropbox ([www.dropbox.com](http://www.dropbox.com)) or similar cloud storage arrangement to manage the Club's documents electronically.

### **Club Address**

- 6.7. No member shall give the name of the Club in any advertisement or use the address of the Club for any business.

### **Business Fuel Accounts**

- 6.8. All fuel will be paid for by credit or debit card at the time of the transaction. The exception will be the Police Authorities or Air Ambulance where a monthly account facility may be provided. There should be a credit check for any business fuel accounts. Normal business arrangements apply in respect to late or unpaid invoices.
- (a). All fuel account terms are 30 days net and the Club holds the right to set and charge reasonable interest on outstanding balances after 30 days.
- (b). Failure to settle members or business fuel accounts after 30 days and with due written warning may result in recovery of monies owed via the County Court.
- (c). Any fuel purchased using the Flow software '**Fuel Test Card**', which Fenland Flying School is authorised to hold to undertake daily two litre statutory fuels testing for Avgas & UL91; must be paid for immediately via the FAC credit card terminal in FFS reception at non-members rate as shown on the pumps.

### **Credit Limits - Business Fuel Accounts**

6.9. There should be a monthly credit limit set for the business fuel account.

### **Members AVGAS Fuel Facilities**

6.10. Members fuel accounts are discontinued. All fuel will be paid for by credit or debit card at the time of the transaction with the introduction of self-service and electronic payment at the Avgas pumps. Arrangements are in place to pay by other means in emergencies though the Fenland Flying School reception (see 6.8c) above.

### **Members JET A1 Fuel Facilities**

6.11. Members fuel accounts are discontinued. All fuel will be paid for by credit or debit card at the time of the transaction with the introduction electronic payment for JET A1 via the FAC Credit Card terminal in the Fenland Flying School.

### **Insurance**

6.12. No member shall cause any act to be carried out that may have the effect of increasing the Club insurance premium or which may invalidate or make void or otherwise jeopardize or prejudicially affect any such policy. Club members shall be deemed to have full notice and knowledge of the contents and terms of such insurance policy or policies, which may be inspected from time to time.

### **Critical Financial Payments**

6.13. Payment of the lease rent on quarter days [1<sup>st</sup> Jan (Q1) / 1<sup>st</sup> Apr (Q2) / 1<sup>st</sup> Jul (Q3) / 1<sup>st</sup> Oct (Q4)] to the Landlord.

### **Liability**

6.14. In so far as the Club Insurance permits, the cover shall extend to members the protection of such policies against legal liability for loss, injury or damage to third parties, other than other members of the Club, and against legal liability for loss or damage to the aircraft and other property of the Club, caused by any member unless such loss, injury or damage was directly or indirectly caused by the wrongful or negligent act, default or omission of such member including in respect of the Club rules or operations regulations or any Air Navigation Order made by the Government, Local Authority, the CAA or of the conditions of any policy of insurance held by the Club. In which case the member shall be liable to the Club for such loss, injury or damage and the Club reserves the right to take legal proceedings to recover costs from the member in respect thereof.

6.15. The committee reserves the right to recover from the member any excesses due under Club policies together with incidental uninsured expenses where considered appropriate.

- 6.16. The committee reserves the right not to make a claim under the policies mentioned where it would appear that in so doing future premiums or cover or excess may be affected, in which case, the member is liable to be called upon to pay the costs of repairs, replacements and recovery costs.
- 6.17. The signing of the Club Membership Application Form absolutely discharges the Club from all liability for loss, injury or damage sustained by the person signing the form, in whatsoever circumstances the loss, injury or damage shall be sustained. If the applicant signing the application form is under 18 years of age, he shall not be accepted as a member of the Club unless the form is also signed by a parent or guardian who shall be deemed to undertake personally, all liability that would have been undertaken by the applicant if he had been of full age. All members shall be deemed to have signed a Club Membership Application Form and to have obtained the parent or guardian's signature on his behalf if he was under 18 years of age.

### **Licenses for Third Parties Operating from Fenland Airfield**

- 6.18. No third party shall operate from the Airfield or Clubhouse without first obtaining consent and a licence from the Club Committee for activities under 'Permitted Use' with effect from a suitable commencement date.
- 6.19. Any Licence issues by the Club shall not constitute a Landlord and Tenant relationship between the Fenland Aero Club and or Fenland Aero Club (Licensing) Ltd and Licensee.
- 6.20. No payment in the nature of rent or a Licence Fee shall be paid by the Licensee to the Club.
- 6.21. The Licensee **may not transfer** the third party and Licenced activity to any other party, without the consent of the Committee.
- 6.22. The Licensee is not to part with possession, shared possession, or occupation of any of the buildings that stand, or the Airfield or which may be built on the Airfield, without the prior written consent of the Club Committee.
- 6.23. The Licensee and agreement is to ensure The Club's covenants under its lease are complied with.
- 6.24. The Club may terminate this Licence on giving three months written notice and following serious misconduct or breach of the licence

## **PART 7 - OPERATIONAL & TECHNICAL**

### **The Aerodrome Daily Operations Manual**

- 7.1. The purpose of the Daily Operations Manual is to give Fenland Committee and their authorised agents' guidance on the Daily Checks & Inspections required for the safe and effective daily operations of the aerodrome. It contains simple 'Aide Memoires' for FAC and their authorised agents engaged in 'Initial Emergency Responder' (IER), fuel testing and dispensing duties, carrying out daily checks of the aerodrome emergency equipment, runway lighting and runway inspections etc.
- 7.2. On completion of the 'daily checks' Form 1, **MUST be initialled as a record of the inspection / check** and where necessary a standard 'Report' (Form 2) raised to highlight problems that need rectifying.

### **The Aerodrome Manual**

- 7.3. The purpose of the Aerodrome Manual is to secure the safe operation of Fenland Aerodrome and should be read in conjunction with the Fenland Aerodrome 'Daily Operations' Manual. It is a record of the physical characteristics of the aerodrome, of any significant difference from the standard requirements of CAP 168 and of agreements between the licensee and the Civil Aviation Authority concerning these differences.
- 7.4. The Manual also provides Instructions from the Aerodrome Licensee (FAC) to the Aerodrome Licensee's Agents. It includes details of the persons responsible for the operational duties and their areas of responsibility.

### **The Initial Emergency Responder (IER) Training Manual**

- 7.5. The purpose of the IER manual is to set out the procedures and requirements for Fenland Aerodrome to undertake the training of personnel engaged in IER duties at a United Kingdom Licensed Aerodrome.
- 7.6. The Manual also provides Instructions from the Aerodrome Licensee (FAC) to the Aerodrome Licensee's Agents. It includes details of the persons responsible for the operational duties and their areas of responsibility.

### **Fuel Discount Cards**

- 7.7. Fuel Discount cards are issued to flying members of the Club on request and are chargeable; this charge is refunded on return of the discount card to the Club Secretary. Club fuel discount cards are **NOT transferable and must be returned when flying membership is terminated**. Only Club members are permitted to be in possession of Club Fuel Discount Cards.

### **Hangar Keys**

- 7.8. Hangar and gate keys are issued to individual or group members of aircraft contracted to occupy Club hangar or parking spaces. Hangar / gate keys

provided by the Club are chargeable; this charge is refunded on return of the key to the Club Secretary.

Hangar / gate keys are **NOT transferable** and must be returned when the lease is terminated or individual / group members are no longer in hangar or parking occupation. Passing Club keys to non-FAC members is not permitted and only authorised FAC members are permitted to be in possession of Club keys.

### **Flying Members Compliance with CAA & Rules of the Air**

7.9. All Flying / Associated Members shall comply with the requirements of the Air Navigation Order, Rules of the Air, CAA Rules, Fenland Aerodrome Manual and good airmanship and aerodrome conventions. Failure to maintain the highest standards of good airmanship by flying members and pilots may result in disciplinary action being taken by the Committee.

### **Pilots Documentation**

7.10. All flying and students' members shall ensure that their pilot's licences, ratings, bi-annual validation checks, medical, radio licences and logbooks are current and correctly authorised. The Chief Flying Instructor (CFI) may undertake periodical checks of member's licences and documentation as part of the Club's Safety Management Systems (SMS).

7.11. Flying and student members are reminded to keep their flying logbooks up to date, noting the following points:

- Completion of logbooks should be completed soon after flying, normally on same day;
- Entries should be made in ink: blue or black, not red or green;
- The times are to be GMT;
- There should be no Ditto's in each of the columns;
- At the end for remarks: this should be completed with the flights exercise or operating area. Should you at a later date be asked about that flight then you will be well placed to give the details to the Police or the CAA if required;
- Your name should be inked in the front and the current address displayed;
- Totals from the previous page should be carried forward;
- The license should remain current together with the SEP, Medical, IMC and any other ratings or qualifications;
- Only the current documentation are to be with the licence (*no family photos or credit card receipts etc. kept in it*);
- Have a list of the renewal dates of all qualifications in the front page of the license so they can be referred to

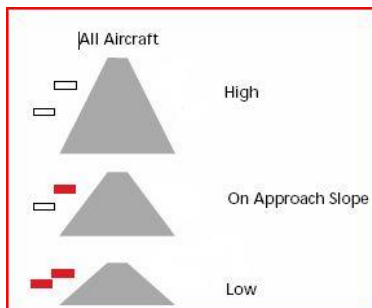


## Night Flying

7.12. Night Flying operations are permitted on the following proviso and as per Section 5 of the FAC Daily Operations Manual:

- An inspection of all runway and lights should be carried out prior to night flying commencing;
- The red obstruction light on top of Old Hangar, is switched on (switch on just inside sliding door);
- The green aerodrome beacon with red obstruction light, is switched on;
- The runway lights are set out correctly and switched on (this includes the VASI units see below which are only available on Runway 18).

7.13. **Vision Approach Slope Indicator (VASI)** - this aid provides visual approach slope guidance by use of **red** and white light signals, which are interpreted below. The system is installed on the left side of Runway 18 as seen from the approach, providing an indication to the Pilot of a suitable glide slope to land adjacent to the VASI but maintaining safe clearance on approach crossing the road. *(Note: At Fenland, these may be known by their old term of 'LITAS').*



7.14. **Radio Communications & Tower Staffed** - night flying operations are only permitted providing that the Tower is manned with an authorised Ground Radio Operator and that the radio is serviceable. This is in lieu of an illuminated windsock, which is unavailable at Fenland Airfield.

7.15. **Diversions Airfield** - night flying operations are permitted on the proviso that Pilots have a suitable diversion airfield arranged and able to accept them, due to weather or in the event of electrical power failure of the runway lights, as they are not backed up in the event of power failure.

## **PART 8 - CLUBHOUSE**

### **Club Premises**

- 8.0. Premises provided by Fenland Aero Club shall be used by Club members at such times and subject to such regulations and byelaws as the Committee may from time to time issue and available to download from the Club's web site in PDF format or send electronically via email.
- 8.1. Gambling or any other unlawful act is not permitted in any of the Club buildings or facilities.
- 8.2. On occasions when Club events are held in the Club premises, only members and guests in possession of valid tickets shall be admitted.

### **Restaurant Facilities**

- 8.3. The Committee shall enable restaurant facilities to be provided through a catering licence or other arrangements as considered beneficial to the Club. The contract specification, selection of contractor and period of contract shall be as agreed by the Committee (see also Rule 6.18 to 6.25).

### **Club Contract Bar License Hours**

- 8.4. The catering Licensee shall ensure that the permitted licensing hours for the provision of intoxicating liquor shall comply with the Local Authority License.

### **Guests**

- 8.5. Members introducing visitors shall be responsible for their behaviour and any charges incurred in their entertainment and shall remain with them whilst on Club premises.
- 8.6. No person who has failed to be elected to membership or has been removed from Club's membership shall be eligible as a guest or shall be admitted to the Club (*including; Clubhouse, Tower, Portacabin, car park, hangars, airside or apron*) on any pretext.
- 8.7. The Committee shall have the right to exclude without providing a reason any stranger or guest who, in their opinion, is an undesirable visitor whether introduced by a member or not.
- 8.8. In accordance with Licensing Act 2003, non-members and members guests may be admitted to the Club premises on such occasions as approved by the Club committee on the occasions of social or sporting events arranged in connection with Club activities. Intoxicating liquor may be sold to such persons and their guests in the same way as it may be provided to members and their guest for consumption on the Club premises only.

### **Children / Young Persons**

- 8.9. Children / young persons under the age of 18 years shall only be permitted to Fenland Aero Club premises on the understanding that the members, parents/guardians introducing them are responsible for their safe and behaviour supervision at all times.

### **Property & Funds**

- 8.10. Property and funds of the Club shall not be used for the direct or indirect private benefits of members other than as reasonably allowed by the Club Rules and all surplus income or profits shall be reinvested in the Club.
- 8.11. Should the Club be dissolved for whatever reason, Club assets shall be donated to an approved charity or charities (see 4:12 for order of priority).

### **Discipline**

- 8.12. The committee shall have the authority to delegate appropriate authority to such officials as it may decide and, where necessary, in the interest of members generally, the activities of members whilst on Club premises.
- 8.13. Any such official may if in his opinion it is desirable, request any member to leave the Club premises. In such circumstances, the member shall comply with this request. The member shall have the option to record any objection, which, if made, shall be considered by the committee. The committee shall take action in accordance with Club Rules.

### **Breakages**

- 8.14. A member introducing a visitor or guest shall make good all breakages or damage to Club property by the visitor or guest causing the breakages or damage.

### **Losses or Damage to Members Property**

- 8.15. The Club shall not accept any responsibility for loss or damage caused by accident, negligence or otherwise, to aircraft or articles left in aircraft, or on any part of the Club premises. Aircraft, motor vehicles and other machines are accepted for storage, repair, maintenance or handling at 'OWNERS RISK' only - notwithstanding the provisions of insurance outlined in 6:14.

### **Notices**

- 8.16. No notices or other writing or document shall be placed in any part of the Club premises or aerodrome without the consent of the Club Committee.
- 8.17. Notices placed on the Club notice board(s), or 'Control Point' by the Committee is official, and shall form part of these rules, and shall not be removed or defaced by any member.

### **Removal of Club Property**

- 8.18. No member shall remove Club property from the Club premises, or remove from the rooms to which they are assigned, any newspaper, pamphlet or other article.

### **Complaints**

- 8.19. Complaints shall be made in writing to the Club Secretary and signed by the member complaining. The Committee shall consider the complaint at the earliest opportunity and respond in writing to the complainant.

### **Parking of Motor Vehicles**

- 8.20. To minimise any danger to Club member's aircraft and vehicles, the authorised parking areas as advised from time to time and as designated by the Committee shall be used. Vehicles moving from one place to another within the airfield boundary shall be driven slowly and with the greatest of care. It is strictly prohibited to drive vehicles around the perimeter track without permission of Air Traffic Control, CFI or a Committee member. The Club shall be under no liability in respect of any loss or damage sustained by the member because of his leaving his vehicle in any place designated by the Club.

### **Security Issues**

- 8.21. **Cars left at the airfield overnight** - if members intend leaving their car at the airfield car park overnight or for longer periods, then they must let the onsite security person (Karl) know that they are leaving their car and provide suitable contact details of someone in authority (e.g. the Flying School, the Engineers or one of the committee members). The same applies to visitors leaving their car and going off with a member.
- 8.22. **Fenland Aero Club CCTV Cameras** - fenland aero club uses CCTV cameras of which the images are recorded for the safety of members and visitors; and, for the prevention of crime and the protection of property.

## **PART 9 - CLUB RULES & COMPLIANCE**

### **Rules to be Available and Deemed Binding**

9.0. The Club Rules and Fenland Aerodrome Manual shall be available electronically format via the Club's web site or through the Club Secretary. No member shall be absolved from their effect by any allegation of not having access to the Rules or of ignorance of the contents.

### **Promulgation of Bye Laws and Amendment of Club Rules & Regulations**

9.1. The Committee shall have the authority to promulgate such byelaws and to amend the Club Rules and Fenland Aerodrome and Daily Operations Manuals as considered necessary. Following Committee approval, such byelaws and amendments to the Club Rules and Fenland Aerodrome and Daily Operations Manuals shall be effective and binding on all members immediately, the promulgation of byelaws and amendments to Club rules and the Fenland Aerodrome Manual available electronically through the Club Secretary, and on the web site (see 4:1).

### **Understanding and Interpretation of Club Rules, Byelaws and the Fenland Aerodrome Manual**

9.2. All members shall make themselves acquainted with Club Rules, the Fenland Aerodrome Manual, as amended, and byelaws and notices that may be promulgated by the Committee. Members shall comply with rules and regulations at all times, and shall be responsible also for ensuring that visitors introduced by them are acquainted with the safety aspects of a flying environment.

9.3. The interpretation of the Club Rules and Fenland Aerodrome and Daily Operations Manuals and byelaws and the settlement of any questions or disputes shall rest entirely with the Committee whose decision shall be final.

### **Smoking Regulations**

9.4. Members shall comply with statutory regulations in respect of smoking, which is NOT permitted in the Clubhouse, Hangars & Surrounds, Portacabin (Committee Rooms), Air Traffic Control, and Refuelling points Zone / Hut & surrounds and includes the Jet A1 fuelling point.

### **Bounds**

9.5. Members and their guests shall observe and comply with regulations relating to all areas of Fenland Airfield as regulated by the committee. Members' shall not authorise or indicate to visitors or spectators that they may enter hangars or parts of the airfield not open to the public. Access to airside shall comply with rules contained in the Fenland Aerodrome Manual.

- 
- 9.6. **Fenland Aerodrome and its bounds are designated a 'Restricted Zone' under the Aviation & Maritime Security Act 1990: Section 21c.** A person shall not enter with or without a vehicle, onto any part of a restricted zone of the aerodrome, except with the permission of a person acting on behalf of the Club and in accordance with any conditions, subject to which that permission is for the time being granted, or remain on any part of such a restricted zone after being requested to leave by a person acting on behalf of the Club. Notices stating that the aerodrome is a 'Restricted Zone' are posted to be readily seen and read by persons entering the restricted zone.

## **PART 10 - HEALTH & SAFETY, FIRE SAFETY, PETROLEUM ACTS AND THE AIR NAVIGATION ORDER REGULATIONS**

10.0. The Club and by default its members shall comply with all relevant Health & Safety legislation; The Regulatory Reform (Fire Safety) Order 2005; The Petroleum Acts and the Air Navigation Order as advised and notified by the committee, the CAA, local or other authorised authorities.

### **Aviation Fuels and Oils**

10.1. The quantities, storage and dispensing of Aviation (Avgas, UL91 & JetA1) fuel and/or any other fuels (MOGAS etc.) and oils at Fenland Airfield will be in compliance with:

- Fenland Aero Club Licence to Keep Petroleum Spirit and Petroleum Mixtures issued under the **Petroleum (Consolidation) Regulations 2014** issued by Lincolnshire Fire & Rescue;
- Dangerous Substances & Explosive Atmosphere Regulations (DSEAR) 2002;
- Health and Safety At Works Act 1974;
- Environment Regulations;

10.2. No other bulk holding (over 20 Litres) of aviation or other fuels and oils, selling, buying, storage, dispensing by any member, flying school(s), catering or engineering licensees or franchise will be permitted on Fenland Aero Club premises or any part of the airfield.

10.3. **Transportation of Aviation Fuels** (Dispensing and Supply of Petrol) - fuel shall not be dispensed from Fenland aerodrome fuel pumps by persons under the age of 16 years.

(a). **Portable Storage Container** - means any container designed, manufactured or sold for storing petrol, other than a demountable fuel tank or a fuel tank attached to an internal combustion engine that is designed to be carried by hand. A portable petrol storage container must:

- have a nominal capacity no greater than 10 litres if made of plastic; and no greater than 20 litres if made of metal;
- have a total capacity between 10% and 15% more than the nominal capacity;
- to be made of suitable and safe metals or plastic for the purpose and will not degrade due to exposure to petrol or naturally occurring ultra-violet radiation;
- be designed and constructed so that:
  - it is reasonably robust, not liable to break under the normal conditions of use;

- the escape of liquid or vapour is prevented;
  - petrol can be poured safely from it;
  - it is not unsteady when placed on a flat surface;
  - be marked or labelled in a legible and indelible form with the words 'PETROL' and 'HIGHLY FLAMMABLE'; an appropriate hazard warning sign;
  - the nominal capacity in litres; and the manufacturer's name and the date and month of manufacture;
- (b). you are legally only permitted to transport and store Petroleum Spirit in an appropriately approved container in certain maximum quantities:
- **A maximum of 10 litres:**
    - in two x 5 litre approved plastic containers (Green); or,
    - One x 10 litre approved plastic container; or,
  - **A maximum of 20 litres:**
    - In two x 10 litre approved metal containers; or,
    - One x approved metal container of 20 litres (Jerry Can);
- 10.4. **Heating Oil** - bulk heating oil for the sole purpose of heating buildings is permitted, but must meet current regulations on the storage and use and handing. Only the double-skinned approved storage tanks will be permitted on Fenland Aero Club premises with the approval of the Committee and Landlord where necessary.
- 10.5. **Fire Safety:**
- **Fire Risk Assessments** - fire risk assessments to comply with the Regulatory Reform (Fire Safety) Order 2005 are to be provided for Club premises by a competent person, reviewed periodically and are available to members on application to the Club Secretary.
  - **Fire Action Notices** - all members are to be aware of what to do in the event of fire, fire action notices are positioned in Clubhouse and hangar bays at the Fire Extinguisher Points.
  - **Fire Extinguishers** - extinguishers are provided at fire points in the Clubhouse and each bay of the new hangar and by the entrance to the old hangar.
    - The **nine Litre Water** is suitable for dealing with general fire to furniture, furnishings. Please read instruction on extinguishers before using.
    - The **nine Litre Foam** is suitable for dealing with flammable liquid fires or fuel spills to form a safe blanket over the surface to prevent dangerous flammable vapours being given off. Please read instruction on extinguishers before using.



- The **9Kg ABC Dry Powder** suitable for general fire situations (including electrical type fires) but they are particularly effective in dealing with fuel fires by rapidly knocking down flames. Please read instruction on extinguishers before using.
- **Electrical Equipment** - remember electrical equipment is capable of causing sparks and generating heat, therefore **extreme caution should be exercised when using electrical equipment near flammable liquids** (such as aviation fuel) which can cause fires.
- Fuel vapours are twice as heavy as air and will readily spread to beyond the immediate area.
- Fuel fires will develop extremely rapidly and spread quickly trapping occupants - ensure if working on aircraft, that doors are sufficiently open to allow quick escape in the event of fire.
- Electrical equipment should not be left on and unattended in hangars unless low voltage, fitted with timers or RCD/MCD sockets etc.

#### 10.6. **Driving Safety:**

- At no time shall any vehicle (other than emergency and grass cutting vehicles) drive upon the apron, taxiways, runways, manoeuvring or aircraft parking areas unless permission along with specific instructions has been given by the CFI or Airside Manager. Refer to the Club notice board for the names of responsible persons.
- When authorised persons wish to access the area of the new hangar with a vehicle to load or unload from an aircraft or to undertake maintenance on an aircraft etc. that vehicle must remain on the paved concrete area.
- Any barrier or gate opened to allow a vehicle through into the said area must be closed as soon as the vehicle has passed through. Failure to do so could result in the driver being refused permission thereafter.
- Maximum Driving Speed Airside is 20 MPH.

## **PART 11 - AUTHORISATION**

11.0. The Fenland Aero Club Rules adopted at:

- **Fenland Aero Club AGM of 24 June 2015**

- Signed: *John Parker*
- Names: **John Parker**
- Appointment: **Chairman of Fenland Aero Club**
- Dated: **24 Jun 15**

and:

- Signature: *Simon Cooke*
- Name: **Simon Cooke**
- Appointment: **Secretary - Fenland Aero Club**
- Dated: **24 Jun 15**

## Annex A

### Hangar and Parking Occupation Rules

A.0. A separate Hangar Lease, Parking Contract and Safety Rules are provided for all parties wishing to lease hangar or long-term parking space from the Club. The lease is subject to the Fenland Aero Club rules; all owners and members of groups that rent hangar or parking spaces **must** be flying members of the Club. Payment of appropriate Club membership fees, hangar/parking fees and the provision of ownership information is required.

#### Particulars and Interpretation

- **'The Lessor'** - means the TRUSTEES of FENLAND AERO CLUB, The Airfield, Holbeach St John, Spalding PE12 8RQ.
- **'The Airfield'** - means the airfield including buildings, installations and facilities at Fenland Airfield, Holbeach St Johns, Spalding, PE12 8RQ more particularly described in The Lease.
- **'The Licensee'** means the Club member.
- **'The Permitted Use'** is to operate a fixed wing training school and hire / lease of fixed wing aircraft and the use of the airfield for the training of pilots to fly fixed wing aircraft and to promote the amateur sport of flying, at the lowest possible cost to individuals.

A.1 **Lessee** – the lease agreement is personal to the Lessee Administrator only and no other person will be recognised as Lessee without prior written approval from Lessor. Aircraft stored will be for private non-commercial use unless authorised by separate agreement. In the case of a syndicate aircraft, one person will be nominated as the Lessee. If the Lessee does not accept or refuses to sign the lease agreement then they will be given notice to remove their aircraft from the hangar, parking or airfield as per Club rule above.

A.2 **Lease Period** – the lease shall continue for a period from 01 Apr to 31 Mar each year (or part year) and deemed to be on a rolling one-month notice period. The Lessor and Lessee shall each have the right to give one month's notice of Termination of Lease.

A.3 **Payments & Overdue Payments** – payment will be by BACS / Standing Order is payable **quarterly [1<sup>st</sup> Jan (Q1) / 1<sup>st</sup> Apr (Q2) / 1<sup>st</sup> Jul (Q3) / 1<sup>st</sup> Oct (Q4)]** in advance at the appropriate rate set by the Committee. Receipt of membership and hangarage payment is regarded as acceptance of these conditions; Lessees whose payments remain due after 30 days will be sent a warning to clear the debt. If, after fourteen days payment it is still not received, action may be taken to remove the plane from the hangar by the Committee.

- A.4 **Allocation of Space** - the Lessee shall only use the space allocated to the individual or group. The Committee may require owners / groups to move aircraft parking locations when necessary, to maximise available hangar space, to provide a venue for occasional Club events or to undertake structural maintenance etc. Following a Committee's decision to permanently change an aircraft's parking location the owner will be informed before the move commences. Owners of aircraft, parts thereof or equipment deemed by the Committee to be abandoned, not in regular use and not contributing to the hangar's effectiveness, efficiency or general good housekeeping will be given one month's notice to remove their aircraft, parts or equipment. If after another fourteen days removal has not been undertaken, action will be taken to remove the plane, parts or the equipment from the hangar at the owner's risk, with no expense or liability to the Club or the Committee. The hangars are for the exclusive use of members of the FAC.
- A.5 **Cleanliness of Hangar Space** – owners and group users are entirely responsible for tidying and cleaning hangar. Owners/Groups should form a hangar rota with other users to ensure that the hangar is clean and safe from user-created debris. All issues relating to tidiness of the hangar should be dealt with by the users of that hangar by mutual agreement. If issues cannot be resolved amicably by the hangar residents, issues should be reported to the Committee Hangar Manager. In resolving the issue, the Committee will have regard to whether any user is failing to comply with the spirit of the hangar rules and will take action as deemed appropriate.
- A.6 **Prevention of Damage** – the Lessee not store or move his aircraft or any other equipment in any manner, which causes or is likely to cause damage to the hangar itself, other aircraft, equipment or property of persons also authorised to use the hangar. In addition, he will not interfere with any other aircraft and will not attempt to alter the hangar in any way. Maintenance Engineers removing aircraft for maintenance and or Club members removing aircraft for Club events will provide a **minimum of three persons** for safety to remove and park aircraft as appropriate. Aircraft owners are to seek assistance when moving their aircraft, however the committee understand that this may not practicable at times and therefor owners must take extreme care not damage other aircraft.
- A.7 **Indemnity** – the Lessee will immediately following an incident causing damage to the hangar, any aircraft or equipment stored therein, report such damage in writing to the FAC Secretary and to the owner of the aircraft or equipment that has been damaged and will indemnify the Lessor against any claim or damage arising from such incident. The Lessee should report any matter concerning safety or security of the hangar or aircraft stored therein to the FAC Secretary (or a committee member) who may take the appropriate action.

- A.8. **Security and Safety** – the Lessee will ensure that any unattached belongings or equipment are removed from the hangar and stored securely at the Lessee's risk. Group or individual equipment lockers should be clearly identified with owner's name or aircraft registration. Equipment lockers are to be removed and or left unlocked and empty on termination of the lease and/or the removal of Lessee's aircraft. The Lessee shall observe the directions issued to ensure security and prevent unauthorised entry to the hangar.
- A.9 **Owners Liability** – all reasonable steps will be taken to ensure the security and safety of all aircraft stored on Club premises. Aircraft group managers / owners agree in signing the agreement to accept that their aircraft is stored at Fenland Airfield at his own risk and should satisfy him that the facilities are adequate for the purpose. FAC its employees, agents, associates or servants cannot be held responsible for any damage or loss however caused unless gross negligence can be proven. FAC is not liable for any damage to aircraft in 'parking slots' by other members or visitors. FAC may intervene and taken relevant action regarding, but not necessarily limited to, any circumstances concerning the use of the hangar or the aircraft in the hangar that may put at risk other users, the structure or endangerment of the property of other hangar users and/or visitors to the hangar itself.
- A.10 **Insurance** – it is the responsibility of each Lessee aircraft owner or group to ensure against ground risks and have sufficient third party cover for incidents including damage by their aircraft, equipment or group members to the hangar structure, other persons or aircraft from fire, explosion or other acts of omissions etc. The hangar buildings are insured against fire and public liabilities risks only. In addition to observing these conditions, the Lessee agrees to comply with any published requirements of the Airfield Insurers, which may be updated from time to time. The Lessee is to maintain individual insurance for liability to Third Parties in the sum of at least £2.5 million pounds and is recommended to take out a 'Fully Comprehensive Policy' covering fire damage and other risks as **The Club will not accept responsibility for any damage caused to the Lessee aircraft.**
- A.11 **Insurance changes** – a copy of the renewed cover note with coverage details of insurance company, policy number or hull-insured value of the aircraft is to be sent on receipt by Lessee to the FAC Secretary.
- A.12. **Group Change of Circumstances** – the Lessee (aircraft group point of contact) is solely responsible for notifying the Committee of any changes to the information supplied on this version of the form. This includes, but is not limited to changes of ownership, renewal of Insurance etc.

- A.13 **Expiry of Lease** – the Lessee will be notified annually of the renewal of his Lease and the cost thereof. If the Lessee wishes to terminate his Lease, he may do so at any time giving one month's notice. He is to remove his aircraft from the hangar by the end of the month for which he has paid in advance. Any reasonable balance of quarterly payment may be refunded by the Committee.
- A.14 **Termination of Lease** – the Committee reserves the right to terminate this lease for any reason giving one month's notice to the Lessee. At the end of this period, action may be taken to remove the plane from the hangar by the Committee.
- A.15 **Notices / Contact information** – correspondence from the Lessee should be sent to the Club Secretary. Correspondence to the Lessee will be sent via email or to his last known address in the UK or left attached to aircraft. All lessees are required to provide a current address, telephone number(s) and email address and to ensure that any changes are passed to the FAC Secretary within 14 days.
- A.16 **Workshop / Repairs** – the hangars may not be used as a permanent workshop for engineering, construction or significant repairs and rebuilding without the written consent of the FAC Committee. Owners of LAA/BMAA aircraft types may undertake reasonable maintenance in the event that an aircraft requires accident repairs, engine replacement, permit renewal or rigging (but not fuelling) within the hangar with due regard to other occupants, safety and cleanliness.
- A.17. **Fuel** – the Lessee may store up to 20 litres of fuel in an approved Jerry can for personal use. Containers and cupboards should be appropriately marked to indicate 'Flammable Liquid' in accordance with current regulations. Under **No Circumstances** shall fuelling, decanting or stripping down fuel of tanks or systems permitted in the hangar. This type of work **must be undertaken outside** with appropriate precautions and adequate ventilation etc.
- A.18. **Hangar Security** - hangars are to be secured at all times when not occupied.

## ANNEX B

### Hangar Safety Rules

- B.1. **Hangar Rules and Safety** – Fenland Aero Club has a Safety Management policy; this policy is set out in the 'Fenland Aerodrome Manual' available to download in electronic format from the Club's website. There are risks associated with operating, working on and keeping of aircraft in Club hangars (in addition to operating 'Airsides') and parking a large number of aircraft in a confined space with a considerable quantity of highly flammable aviation fuels.
- B.2. **Hangar Safety Rules:**
- Be aware and keep clear of struts, fuel-drain vents, and pitot tubes (sharp pointed tubes that work airspeed indicators) they can easily be damaged by members moving around aircraft.
  - **Take care of your and other members' aircraft and equipment in and around the hangars**, particularly if you need to move other aircraft to get your aircraft in and out of the hangar. Please let a FAC Committee Member or the Owner of the aircraft know immediately of any accidental damage (**Remember – treat others, as you would wish to be treated yourself**).
  - **Slips, Trips and Falls** – Lessees to keep hangar floors clear of debris and clean up following work on aircraft.
  - **Spillage of Fuel in hangars** – under **no circumstances** shall fuel be drained from an aircraft or aircraft be refuelled within the hangar.
  - **Electric Shock from Power Tools and Extension Leads** – Lessors are responsible for ensuring that any electrical appliances owned by them and used in within the hangar or elsewhere are in a safe condition and must be used with **Residual Current Device (RCD) socket or adaptor**.
  - **Disposal of Oil and Oil Change within Hangars** – old oil drained from the engines of aircraft within a hangar, shall be removed from the airfield by the owner / pilot and should be disposed of by the relevant Environmental Procedures under Health and Safety, Control of Substances Hazardous to Health (COSHH) regulations.
  - **Cleanliness** – the maintenance of a clean, tidy and thus, safe hangar is the responsibility of the Lessee and group members. The Lessee shall maintain the hangar space allocated in a clean and tidy condition at all times, as the Committee does not offer a cleaning or waste disposal service.
  - Rubbish bins must be emptied on a regular basis, by bay occupants.

- **Fire Action Notices** – all users must be aware of what to do in the event of fire. Fire action notices are positioned in hangar bays at the Fire Extinguisher Points.
- **Fire Extinguishers** – extinguishers are provided at fire points in each bay of the new hangar and by the entrance to the old hangar. The nine Litre Foam is suitable for dealing with flammable liquid fires or fuel spills to form a safe blanket over the surface to prevent dangerous flammable vapours being given off.
- Any issues of safety, housekeeping or other concerns should be referred to the FAC Committee.

B.3. **Foreign Object Damage (known as FOD)** - is any loose item on an aerodrome, which could be a danger to aircraft operations if striking or being drawn into an engine. It is essential that hangars, surrounds and airside are kept clean and a debris free environment. Please pick up any litter (it has potential to cause **FOD**) both inside and outside of the hangar, apron Clubhouse and car park and dispose of it safely and securely - remember it may be your aircraft that damage is prevented.



## ANNEX C

### Serious Misconduct

- C.1. It is paramount that all members and licensees treat each other with respect and consideration when interacting within the confines of The Club, especially in front of members of the public.
- C.2. Minor disagreements such as a difference of opinion is not considered serious misconduct in the Club rules.
- C.3. Actions that will be considered **serious misconduct** in the Club rules are:
- a) Abusive, threatening or insulting behaviour (persistent in minor cases) toward another person or business
  - b) Any criminal act, theft or assault
  - c) Knowingly acting as Pilot in Command without a current licence, medical and/or insurance.
  - c) Persistently failing to carry out the requirements of any licence or agreement without reasonable cause.

This is not an exhaustive list and is merely an aid to any future dispute. The conduct **MUST** be serious, as considered by any reasonable person.