

# OTHERTON AIRFIELD LIMITED



## STANDING ORDERS AND RULES APRIL 2022

## Introduction and Definitions

The following airfield standing orders and rules (the “**Rules**”) of use of the Airfield shall apply to all Members and Other Users (including members of the public) of the Airfield from time to time and by the use of the Airfield each user agrees to be bound by the terms of these Rules.

## Airfield History

During WWII, a large area of land that included the area now occupied by the Airfield was used by the RAF for basic pilot training. It was then known as RAF Penkridge and was established in 1942 as the base for 28 EFTS. Many military pilots learned to fly Tiger Moths until its closure at the end of the war. The old hangars can still be seen to the North side of Otherton. The land reverted to agricultural use until Microlight pilots began using it for out-landings from about 1990.

Today the Airfield has three bi-directional grass runways, the shortest having a declared usable length of 200 meters and the others a little over 300 meters. It is listed in all the UK Aerodrome Guides and appears on the UK Air charts. Other types of aircraft are welcome to use it providing their pilots (and aircraft) can safely handle the tight circuits and short runways. Otherton close-in circuit patterns **are essential** for noise abatement and good public relations. It is **essential** that all pilots conform to the circuit patterns.

The Flying School has some very experienced Instructors available to guide student pilots through the Pilot Training Syllabus. The school provides training for Flex-Wing and 3-Axis control systems and operates suitable aircraft for both. You can use the school’s aircraft throughout your training, including solo, or you can provide a suitable dual control aircraft of your own. Locally based Flight Examiners are available for tests and licence re-validations. Inspectors and Check Pilots are also available to conduct annual ‘Permit to Fly’ renewals. All home built or factory-built aircraft that do not come under the Certificate of Airworthiness or single seat deregulated rules must have a valid Permit to Fly issued annually by the CAA, LAA or BMAA in order to operate legally.

The Airfield is not a mandatory radio environment but a radio on **129.830** is sometimes manned. Visiting pilots are welcome but PPR for all visitors **is mandatory**.

## SECTION ONE

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### INTRODUCTION AND DEFINITIONS

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Microlight Aviation and Light Aircraft Association based aircraft operate from the Airfield under licence by the Company who operate under the Lease (as such terms are defined below).

1. The aims of the Company are:

- (a) to provide facilities for pilots to engage in flying and other persons in related activities approved by the Company from time to time;
- (b) to provide social facilities for its members and their friends and families; and
- (c) to keep Members and Other Users of the Airfield informed of Company news and Airfield events.

### DEFINITIONS

The following defined terms shall apply to these Rules:

<b>Airfield</b>	means the land and buildings subject and referred to in the Lease operating as the Airfield;
<b>ANO</b>	means Air Navigation Orders issued by the CAA from time to time;
<b>BMAA</b>	means the British Microlight Aircraft Association or such other governing body related to microlight aircraft from time to time;
<b>CAA</b>	means the Civil Aviation Authority;
<b>Company</b>	means Otherton Airfield Limited with company number: 07496317 and whose registered address is Suite 2, Birch House, Birch Lane Business Park, Aldridge, Walsall WS9 0NF;
<b>Control Room</b>	means the building at the South end of the Airfield and marked with a "C" on the exterior wall, or such other room or structure designated as such by the Company from time to time;
<b>Flying School</b>	means each and any flying school based at the Airfield which provides flight training for student pilots and pilots undertaking re-evaluation and check flights, carried out in accordance with the relevant rules and regulations imposed by the CAA and, where different, the BMAA;
<b>Ground Rent</b>	means the annual rent, as such rent fluctuates from time to time, charged by the Company and payable by a Member in respect of storing their aircraft at the Airfield (for the purposes of this definition where an aircraft is shared as part of a syndicate, a member of that syndicate shall be nominated as the Member designated to pay the Ground Rent on behalf of each member of that syndicate. The Company is not required to investigate as to

whom within the syndicate owes money to any other syndicate member and shall be under no duty to claim money from any other person in respect of that syndicate other than the Member designated to pay the Ground Rent in respect of that syndicate);

**Hangar** means a structure built with the prior permission of the Company which is suitable for the storage of one or more aircraft or in respect of no such structure then the space allocated on the Airfield for the storage of an aircraft;

**Hangar Rent** means the annual rent, as such rent fluctuates from time to time, charged by the Company and payable by a Member in respect of storing their aircraft at the Airfield in a hangar owned by the Company (for the purposes of this definition where an aircraft is shared as part of a syndicate, a member of that syndicate shall be nominated as the Member designated to pay the Hangar Rent on behalf of each member of that syndicate. The Company is not required to investigate as to whom within the syndicate owes money to any other syndicate member and shall be under no duty to claim money from any other person in respect of that syndicate other than the Member designated to pay the Ground Rent in respect of that syndicate);

**Landlord** means the owner from time to time of the freehold interest in the Airfield;

**Lease** means the deed of lease made between the Company and the Landlord from time to time in respect of the Airfield;

**Other Users** means any pilot who is not a Member together with any member of the public or other person or persons using the Airfield with the continued permission of the Company. For the purpose of this definition continued permission of the Company shall be automatically granted in respect of visiting pilots and members of the public provided they adhere to these Rules and provided no subsequent withdrawal of such permission by the Company is notified to such Other User from time to time.

**Member** means recreational pilots with the continuing permission of the Company to use Otherton Airfield as their home base and who pay the relevant annual fees (for the avoidance of doubt the User Fee, Ground Rent and Hangar Rent (if relevant) in accordance with these Rules);

**Rules** means these standing orders and rules as amended, varied and/or supplemented to from time to time at the sole discretion of the Company;

**User Fees** the fees as varied by the Company from time to time, charged to a Member in respect of operating and/or flying an aircraft from the Airfield used as its home base.

In the interest of safety and good public relations, an aerodrome must have a basic framework of rules. Permission for each Member to store aircraft (as the case may be) at and use the Airfield is subject to their strict and unconditional compliance with these Rules at all times and such other directions and instructions issued by the Company from time to time. The Company accepts no liability or responsibility for a Member or Other Users' infringement of all or any of these Rules which are for the protection of each Member and each Other User and the general use of the Airfield as an airfield in accordance with planning, environmental and other legislation.

## THE RULES

The Company shall have the power to adopt and issue further Rules or amend or supplement any existing Rules from time to time in its sole discretion. The latest version of these Rules can be found at the following website address [www.othertonairfield.com](http://www.othertonairfield.com).

**Payment of your annual fees and/or use of the Airfield in respect of any period will be deemed to be your unconditional and irrevocable acceptance of these Rules and your agreement to abide by them, without exception.**

## DATA PROTECTION AND SECURITY

The Airfield has the benefit of a comprehensive CCTV security system with high-definition day/night cameras. The recording is continuous. In accordance with EU General Data Protection Regulation (GDPR) requirements effective in May 2018, all Members and Other Users of the Airfield are reminded that the Airfield operators do not share any of these recordings with any party, with the exception of the Police or the CAA where an incident has been observed/recorded. The acceptance of these Rules, **in their entirety**, is also deemed to be a Member's and Other User's acceptance and understanding that movements at the Airfield are monitored by CCTV.

The General Data Protection Regulation is an EU measure that came into force in May 2018. It defines how organisations and businesses must safeguard personal information collected in the course of their activities. The Company uses such information for communication and administration purposes. The Company is obliged to explain to each Member and Other User the Company's process for doing so.

OAL holds names, email addresses, postal addresses and telephone numbers of Members and Other Users and details of any aircraft associated with the Member and Other User concerned where the Member or Other User has provided this information. Consent to use this information for administration purposes only is necessary for an applicant to be accepted at and to use the Airfield and is notified as such in these Rules. Members' and Other Users' information is held on a master database for the duration of the Members' and Other Users' continued use of the Airfield and is overseen by the Company's Financial Director. No one else has access to this raw data with the exception of the Directors of the Company. The Financial Director is designated as the Data Protection Officer.

The Company does not share any personal information with any third party without the permission of the Member and any Other User concerned as the case may be. The only variation to this would be in the case of a Court Order compelling a disclosure or a mandate from the Civil Aviation Authority or Police.

Members and Other Users have the right to a full disclosure of all information held on them by the Company. They have the right to have any inaccurate information corrected. Members and Other Users have the right to have their information deleted (although this will obviously preclude any future administration by the Company and that may likewise preclude their use of the Airfield). Finally, when Members and Other Users cease to be a Member or Other User as the case may be, their personal information will be deleted if permitted by law.

**If you have any queries regarding the Airfield's Rules and/or Data Protection please communicate with the Company via e-mail to [ajscrowley@gmail.com](mailto:ajscrowley@gmail.com).** You can also contact the Information Commissioner's Office in case of any dispute regarding Data Protection.

## SECTION TWO

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### AUTHORISATION AND DOCUMENTATION

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#### 1. Student Pilots

No person may undertake flying lessons from the Airfield unless through the Flying School.

#### 2. Permit to Fly

No aircraft shall be flown from the Airfield unless it has a valid Permit to Fly or is an aircraft subject to S.S.D.R or as part of its test flight for the purposes of obtaining its Permit to Fly or such applicable other permit in respect of that aircraft.

#### 3. Third Party Insurance

No person may fly from the Airfield unless covered by Third Party Insurance with a minimum cover in line with current CAA and/or BMAA rules and regulations.

#### 4. Authorisation and Recording of Flights

- (a) No student shall commence any flight unless authorised and supervised by a qualified flight instructor from the Flying School.
- (b) The Pilot In Command (**PIC**) of a flight must complete the booking out procedure by completing the form in the Control Room giving details of the flight legs and any landing away from the Airfield.

- (c) ALL flying activities at the Airfield must be in accordance with the relevant A.N.O in force from time to time without exception.

## SECTION THREE

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### AIRCRAFT HANDLING

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#### 1. Aircraft Loading

The PIC is responsible for ensuring that their aircraft is correctly loaded and does not exceed its maximum take-off weight taking into account fuel, the pilot, any passenger, and any baggage.

#### 2. Aircraft - fuelling, upkeep, and smoking

The PIC is responsible for the fuel, oil, and water (where applicable) contents before a flight is commenced and all other mechanical and electrical checks regarding the aircraft prior to any flight. Neither the Company nor any of its officers shall be responsible or liable in respect of the maintenance or otherwise upkeep of any aircraft which shall remain the sole responsibility of the PIC prior to any flight. Re-fuelling of aircraft is allowed in the area adjacent to the windsock on the South side of the Airfield or in the area in the immediate vicinity of the Members Hangar/structure/area where permanently parked. It is prohibited to re-fuel aircraft on any designated parking area and to congest the re-fuelling area with parked aircraft.

**Smoking is not permitted on the airfield other than outside of the buildings on the south side of the airfield and outside the seating area near the kitchen and in all cases on the south side of the white fenced area.**

#### 3. Engine Starting and Running

- (a) Before starting or running the engine, the aircraft must be in a position where the slipstream will not cause damage to property, person, other aircraft etc.
- (b) Chocks must be placed in front of the wheels where the aircraft does not have electric or pull start from inside the aircraft and brakes fully applied whenever any engine is to be started.
- (c) Engines may **NOT** be started by hand-swinging the propeller unless the aircraft is not fitted with an electric or pull start.
- (d) In no circumstances may engines be started or run up in a hangar or any enclosed structure.

- (e) Under no circumstances shall a pilot step out of an aircraft while the engine is running or leave an aircraft unmanned whilst the engine is running and/or allow any person to board or dis-embark whilst the engine is running. This is extremely dangerous and could lead to serious or fatal injury and any offender will be permanently banned from flying and from the Airfield without refund of any fees paid or recourse.

#### 4. Pre-flight checks and Taxying Procedures

- (a) Aircraft under power should always manoeuvre at a walking pace, considering the proximity of other aircraft, obstructions, the nature of the Airfield surface, etc. An aircraft must give way to other aircraft taking-off or landing.
- (b) Aircraft passing each other head-on must do so keeping the other aircraft on the left unless conditions dictate this to be unsafe.
- (c) All pre-flight checks must be carried out on the apron, not on the taxiways or runways. Only your final oil pressure and temperature checks should be made after lining up on the runway.
- (d) Do not line up on a runway unless the approach path and base legs are totally clear of landing aircraft. Circuit height is 500ft AGL must be maintained unless the safety of the aircraft and crew dictate otherwise.
- (e) Manoeuvring into a hangar under power is strictly forbidden.

### SECTION FOUR

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## LOCAL FLYING ORDERS AND CIRCUITS

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#### 1. Local Avoidance Areas

- (a) All pilots are reminded that they are responsible for keeping well clear of the published local avoidance areas. These areas are clearly identified on the circuit pattern notifications on the Airfield website.
- (b) Pilots are required to conform to the published procedures for leaving and re-joining the circuit. Clear instructions can be found on the Airfield website. Leave the zone at a minimum of 1000ft AGL and only in an easterly or westerly direction. **DO NOT OVERFLY ANY OF THE “NO FLY” AREAS TO THE NORTH OR SOUTH.** These are clearly shown in the flight guides and in the Control Room. **DO NOT** cross the M6 or the A449 below 1000FT AGL.
- (c) Descend “dead side” from 1000ft AGL (QFE) and enter the circuit on crosswind leg at 500ft AGL. Do not overcrowd the circuit and do not land unless the runway is totally vacant. **A ‘land-after’ is not permitted at the Airfield.**

- (d) Planning permission restricts the use of the Airfield to light aircraft, restricted to a maximum seating capacity of 2 and a maximum all-up weight (MAUW) not exceeding 800 kg and does not include rotor wing aircraft, paragliders and/or paramotors.

## 2. Airfield Operation times

- (a) The Airfield operating hours are 08:00 hrs to 20:00 hrs Monday to Saturday, 09:00 hrs to 17:00 hrs on Sundays, in accordance with our Planning Permission. You **MUST NOT** take off outside of these hours but you are allowed to land at any time during legal daytime as defined in the ANO. No "touch and go" landings except in an emergency or as part of flight training through the Flying School.
- (b) In accordance with our planning permission, circuit training is not permitted, other than between the hours of 09:00 hrs to 19:00 hrs Monday to Saturday **and at no time on a Sunday.**

## SECTION FIVE

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### GENERAL FLYING ORDERS

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#### 1. Passenger Carrying

All pilots must have carried out at least three take offs and landings during the previous 90 days before carriage of passengers is permitted.

#### 2. Flying

All pilots must have carried out at least three take offs and landings during the previous 90 days before carriage of passengers is permitted.

- (a) Flights below 500ft AGL are not permitted unless taking off or landing.
- (b) The runway in use indicator "T" may be incorrectly positioned. **Do not rely on it for wind direction.** Runway choice is entirely at the PIC's discretion, however and in accordance with the ANO, if the majority of other aircraft are using a selected runway, then to avoid conflict, all pilots **MUST** use that same runway.

#### 3. Aerobatics

- (a) No person shall perform any aerobatic manoeuvre.
- (b) "**Contour chasing**", "**Trick or Exhibition Flying**" and "**Stunting**" of any nature is absolutely prohibited.

#### **4. Instruction in Flying**

- (a) No flight instruction may be given to anyone except by a qualified instructor from the Flying School.
- (b) All take-offs and landings must be conducted from the P1 seating position unless carried out by a qualified instructor from the Flying School.
- (c) The Company accepts no liability whatsoever whether personal injury, loss, or damage in respect of any act or omission of the Flying School or each and any of the instructors operating as the Flying School or otherwise instructing a student pilot.

#### **5. Alcohol, Drugs and Health**

- (a) Anyone who is under the influence of a drug, whether prescribed for medical reasons or otherwise, to an extent that it impairs their ability to act as a PIC or as a passive passenger, is prohibited from flying.
- (b) Anyone whose general health is such that it impairs their ability to act as PIC is prohibited from flying. Any long term medical or mental health condition must be reported to the CAA.

#### **6. Disciplinary Action for Breach of Rules**

- (a) In addition to any financial penalties or obligation imposed by the Company (which the Company may do at their discretion) in respect of breaches of these Rules, the person committing any breach may be suspended from flying from the Airfield either permanently or for a given period at the discretion of the Company. Furthermore, the Company may revoke any licence or authority it has given for the Member or User from storing their Aircraft on the Airfield or otherwise from entering onto and/or using the Airfield where such Member or User breaches these Rules if the Company acting reasonably considers such breaches to be material and/or frequent.
- (b) No excuses will be accepted for poor lookout procedures. Any pilot reported for cutting in front of another aircraft in the circuit, whether deliberate or unintentional, will be grounded until having (at his/her own expense) completed sufficient dual circuit flying to the satisfaction of an instructor from the Flying School.

#### **7. Occurrence/Accident Reporting**

Occurrences and accidents on the Airfield in the first instance must be reported to an officer of the Company and if deemed necessary accidents shall be reported to the BMAA and/or the CAA.

## 8. Hangarage

- (a) All aircraft must be hangered or tied down and secured when a flight is complete as the case may be.
- (b) Subject to point 10 below, a Member and any other Other User:
  - (i) undertakes to ensure that such Hangar and surrounding area (within **1 metre** of the Hangar) is maintained in a clean and tidy condition **at all times**;
  - (ii) shall ensure that the hangar/structure at all times complies with our planning rules (painted an acceptable green or covered in green polythene or cladding); and
  - (iii) shall procure that the Hangar is kept in a good and respectable condition so as not to pose a danger to people, aircraft or adjoining Hangars.
- (c) If a Member or Other User does not own a Hangar then they may park their aircraft in a space or area allocated by the Company for a specified fee and shall not obstruct the access or egress of any other aircraft in the surrounding area. Furthermore, they undertake to ensure that such surrounding area (within 1 metre of the space or area allocated) is maintained in a clean and tidy condition at all times and free of any debris or loose objects.
- (d) Aircraft and any other items stored or left in a Hangar or any other area on the Airfield are left **entirely** at the owners' risk and that no liability whatsoever whether in contract or in equity whatsoever shall attach to the Company or any officer of it in respect of any damage loss or injury to any person or persons. Each Member will be responsible for providing their own security systems and locks for any Hangar and/or aircraft under their control or ownership.
- (e) Hangars are for the storage of aircraft and associated equipment and must not be used for general storage or for business purposes.
- (f) All hangars must have suitable and serviceable fire prevention equipment stored inside.

## SECTION SIX

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### FEES

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1. Each Member shall pay to the Company the User Fee in one instalment only on the first day of April in each calendar year. If they store their aircraft at the Airfield they shall also pay the Ground Rent and Hangar Rent (if applicable) in accordance with paragraph 3 of this Section 6.
2. The Company reserve the right to vary the User Fee and/or Ground Rent (and if relevant the Hangar Rent) at any time and at their discretion although the Company's intention without creating a contractual obligation is only to review these fees on an annual basis and apply them as of 1st April in each calendar year.
3. Annual Hangar Rent and Ground Rent is also payable on the 1st of April but can be paid monthly if required. If the relevant Member elects to pay the Ground Rent and Hangar Rent (if applicable) in full within 20 days of the commencement of the new year to which such Ground Rent and/or Hangar Rent applies the Company will discount the amount payable by a sum equivalent to one months' Ground Rent and/or Hangar Rent as the case may be. Current Fees, hangar/structure availability and rental charges can be obtained from the Company via e-mail. Please contact us at [ajscrowley@gmail.com](mailto:ajscrowley@gmail.com).
4. Each Member agrees to continue to pay the User Fee to the Company for as long as they operate at all as PIC from the Airfield and in respect of Ground Rent. For the avoidance of doubt any Member that flies at all from the Airfield irrespective of frequency shall be liable to pay the User Fee to the Company.
5. Each Member who owns or rents a Hangar at the Airfield or otherwise stores their aircraft outside undertakes to notify the Company **IN ADVANCE** of any proposed transfer of ownership, sub-letting or change in syndicate membership or occupier. The Company reserves the right to prohibit any transfer of ownership or sub-letting or change in syndicate membership until the Company is satisfied with the incoming owner's, sub-tenant's or syndicate member's character, ability to fly safely and within the law, and their agreement and understanding of these Rules and character.
6. Being a Member and/or owner or lessee of a Hangar does not automatically confer or grant rights to use the Airfield and/or lease or licence of the area on which the Hangar or aircraft is situated. The Company shall retain the right to refuse entry on to the Airfield of any person or persons and the right to request a Hangar or other structure to be built, completed, or removed shall be at the sole discretion and permission of the Company.
7. Each Member who owns or rents on licence a Hangar to another Member agrees to continue to take responsibility for payments to the Company in respect of Ground Rent even if another person or persons are provided with access and use of the Hangar or outdoor space (such use and access only with the prior permission of the Company) and such other person fails to pay. For the avoidance

of doubt the Member that owns the Hangar shall be responsible for the Ground Rent at all times.

8. Each Member who owns a Hangar agrees to notify the Company **IN ADVANCE** of any intended structural or remedial alterations or building work to any such Hangar and undertakes not to make any such alterations without the prior express approval of the Company such consent not to be unreasonably withheld or delayed. No alterations may be made to any Hangar or other structure whether owned by but held on licence from the Company or otherwise without the prior express consent of the Company. No person may rent out or otherwise licence to any person any outside space at the Airfield and any such renting or granting of any licence in respect of such outdoor space shall be at the sole discretion of the Company.
9. The Company requires immediate payment of the User Fee, Ground Rent and Hangar Rent when due in accordance with these Rules. In the event that payment is not received by the Company on outstanding balances **by the 5th of the month following the due date**, the Company will levy and the relevant Member will pay on demand an administration charge of **£25** plus interest of **2%** compound per month plus VAT (if applicable) until such outstanding balances are settled in full.
10. Each Member who owns a Hangar or who occupies one on licence from the Company undertakes to ensure the Hangar and surrounding areas do not fall into any form of disrepair. In the event the Company considers that such Hangar has fallen into disrepair and the Company notifies the relevant Member of the same, the relevant Member undertakes to rectify the disrepair to the reasonable satisfaction of the Company as soon as reasonably practicable. Following a period of **two months from the date of the notice referred to in this paragraph 10**, if the request by the Company to remedy the disrepair is not complied with, the Company reserves the right to carry out necessary repairs and charge the relevant Member at cost for all work completed on behalf of that Member. The Company will raise an invoice for the costs so incurred under this paragraph 10 and if settlement of same is not received by or on behalf of the relevant Member within **one month** of the date of invoice, the Member will not be allowed on to the Airfield until such time as settlement of the invoice has been received by the Company in full. The Company reserves the right until such settlement to take possession of the Hangar and offer it out on licence to any other interested third party.
11. The Company will consider a Hangar to be abandoned if 3 or more months arrears of the Ground Rent or Hangar Rent (as the case may be) remains due and owing beyond the due date and the relevant Member has not responded to any communications sent to their last known address and/or responded to telephone calls or emails previously notified to the Company by such Member. After the expiry of the 3 months period referred to in this paragraph 10:
  - (a) The Company may repossess the Hangar and any items left within it; and

- (b) the Company may offer the Hangar on licence to any other third party or otherwise sell the Hangar to any other third party at its discretion and use any sale proceeds in the repayment of all monies due and owing that remain unpaid. Any balance shall be returned to the relevant Member.
12. All fees referred to in the Rules are payable without set off, withholding or counterclaim.
  13. Any person who has not paid a User Fee in full and who is found to have flown an aircraft based at the Airfield, is in breach of these rules and may be charged a double User Fee and/or could face expulsion from the Airfield. This is to avoid full paying Members from subsidising those who are attempting to manipulate the process.
  14. A student will remain exempt from paying a User Fee until passing a General Skills Test (a time limit may be imposed). For the avoidance of doubt if the student owns or otherwise has use of a Hangar for personal use (whether for storage of an aircraft or otherwise) that student will be required to pay the Ground Rent and the Hangar Rent (if applicable).
  15. Anyone who owns a non-flyable aircraft or stores aviation related equipment **with the prior express permission of the Company** and has a share in or access to a Hangar, and who has not paid a User Fee, will be deemed to have made a declaration that they will not fly any aircraft from the Airfield until such User Fee is so paid and up to date. Any future application for Member status will be subject to the Company's advance approval, rules, and payment of the appropriate User Fee.
  16. Any person or persons who own any structure on the Airfield which is not a Hangar shall be allowed to have that structure remain on the Airfield only with the express written consent of the Company. The Company shall levy such annual fee in respect of structure as it deems appropriate when considering area such structure takes up on the Airfield.
  17. Each Member who has use of a Hangar owned by the Company shall have that use strictly subject to a licence which may be terminated at any time upon 28 days' notice by the Company. The use of such Hangar owned by the Company and held on licence by a Member shall be subject to Hangar Rent charged by the Company on an annual basis and at a rate determined by the Company.
  18. Each Member who owns or has use of a Hangar or who owns more than one Hangar or has use of more than one Hangar shall pay Ground Rent in respect of each such Hangar which the Member has use of or owns and a further sum equivalent to Ground Rent for each of those Hangars that does not have a User Fee associated with it. For the avoidance of doubt, no Member may own more than two Hangars without the consent of the Company.

## SECTION SEVEN

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### MISCELLANEOUS

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**These rules are made between each Member (from time to time) and the Company and by continuing to use the Airfield each Member and the Company undertake to abide by these Rules.**

1. The Company is the Airfield operator and is responsible for the maintenance, administration, aviation, and all operational aspects of the Airfield.
2. The Company is the body that leases the Airfield from the Landlord pursuant to the Lease and operates it as an airfield.
3. The Company pays the Airfield rent, rates, insurance and is **solely** responsible for **all** communications with the Landlord and/or South Staffordshire Council and/or the Civil Aviation Authority (CAA) regarding Airfield matters.
4. As the '**Airfield Operator**' (as defined by the CAA) the Company provides administration facilities at the Airfield and undertakes to have appropriate Public Liability Insurance in place at all times.
5. The Company is the **sole** body to which any Airfield-related queries, incidents, complaints, or litigation threats should be addressed. Any such communications addressed or directed to the Airfield must be forwarded to the Company unanswered. Furthermore, statements, comments, opinions, and any editorial content must not be released to the press or any other third party including social media and/or via the internet without the Company's prior written permission. Furthermore, no action should be taken or threatened to be taken on behalf of the Company by any person or persons without the prior express written consent of the Company.
6. The Company undertakes to be responsible for the operation of the Airfield, the obligations, and liabilities under and pursuant to the Lease, the planning consent in respect of the use of the property under the Lease as an airfield, the Section 106 Agreement.
7. In consideration of a Member being allowed by the Company to continue to use the Airfield as a flying base they undertake **unconditionally and irrevocably** to abide by these Rules and such other directions issued by the Company time to time.
8. The Airfield may be used only by each Member and other Pilots strictly in accordance with these Rules.
9. Use of and access to the Airfield may be declined by the Company in its sole discretion, without reference to any other party, if it deems that it would not be in the best interest of, or a detriment to the other Members and Other Pilots to permit such continued use and/or access.

10. Notwithstanding any other term of these Standing Orders and Rules, each Member and all Other Pilots wishing to use the Airfield must have the **continuing** permission of the Company.
11. The Flying School is based at the Airfield with the continuing permission of the Company.
12. Social and flying events and/or other functions to be held at the Airfield must only be organised by the Company which holds the necessary insurance for social and aviation risks or otherwise with the express written consent of the Company.
13. The Company currently operates the Control Room. The Control Room is for the use of the general public and all visitors, either by road or by air and is also the location where pilots are required to book-in when they arrive by air **and** to book-out before they depart. The Company sees the Control Room as a focal point of the Airfield as it functions as an encourage visitors, friends, and family to visit the Airfield. No Member or Other Pilot may restrict or otherwise prevent any other Member or Other Pilot from using such Control Room.
14. Not more than two authorised Instructors shall be permitted in the giving of flight instruction on or from the Airfield.
15. No rotor wing, paramotor or powered parachute aircraft shall use the Airfield, other than helicopters as required by the emergency services.
16. No commercial operations are permitted at the Airfield other than operated and carried on by the Flying School or other aviation related operations **with the express prior permission of the Company.**
17. **PLEASE DRIVE CONSIDERATELY** and at a speed less than 40mph in the lanes leading to the Airfield. Slow down for horses. Local PR is everyone's responsibility.
18. The **maximum** Airfield speed limit is **10 mph.** This applies to **ALL VEHICLES.** Members and Other Users must at all times give way to pedestrians and aircraft.
19. **DO NOT** drive or permit ANY vehicle to be driven on taxiways or runways save in respect for authorised maintenance of the Airfield itself. Do not drive on any grass areas if the ground is soft or wet and abide by all notices and signs erected by the Company regarding vehicle access and vehicle use at the Airfield and/or as publicised on the Company website. Vehicles are only allowed on the access track, outer perimeter track and designated vehicle parking areas. Vehicle access to hangars/structures will be closed during periods of very wet weather. There is a hard standing car park on the North side. All the Airfield signs and warnings/restrictions must be strictly adhered to.
20. **CHILDREN MUST BE SUPERVISED AT ALL TIMES.** You are responsible for anyone you invite to the Airfield including making them aware of the risks. Visitors who are not intending to fly are not allowed on the active part of the Airfield unless accompanied by a Member.

21. Dogs must be kept on a lead or in a vehicle (subject to consideration for the welfare of the dog if kept in a vehicle) at all times on the Airfield whilst aviation activities are taking place. **DO NOT** allow your dog to foul public areas and if that occurs **YOU MUST** clean it up immediately. Birds and other wildlife make use of the off-runway areas so please do not endanger them.
22. Smoking is only allowed **OUTSIDE** of any hangar/structure, structure or building or inside a vehicle and well away from aircraft. **DO NOT** throw your cigarette butts on the ground.
23. The Company must be consulted and give express prior permission **before ANY event/function of whatever nature is organised at the Airfield.**
24. Use of powered models, quads, off road motorcycles or anything else that may be considered noisy or dangerous will only be allowed by special permission from the Company. **Drones are not permitted at any time.**
25. Firearms, lasers, or projectile weapons of any kind **MUST NOT** be brought onto the Airfield without special permission of the Company **AND** the Landlord. Any form of hunting or trapping of wildlife also requires the special permission of the Company **AND** the Landlord. Persons doing so with the express prior permission of the Company and the Landlord in accordance with this clause 11 must adhere to all Airfield rules and ANO's.
26. Key holders **MUST ENSURE** that if they are the last to leave the site, the inner gate **must** be securely closed and locked. If there are no vehicles parked in the outer car park (fishermen or horse owners), then the outer gate **MUST ALSO** be securely closed and locked. Keys are provided by the Company and existing key holders **must not** pass to or anyone else unless approved by the Company **in advance.** A prospective user who wishes to fly as PIC from the Airfield must ensure that appropriate documentation is current (licence, medical certificate, Third Party Insurance, Aircraft Permit if applicable) **and that he/she has paid the Airfield User Fee** and that he/she will maintain its currency for as long as he/she wishes to fly as PIC from the Airfield. Upon successful application demonstrated by the acceptance of the User Fee by the Company the prospective user will thereafter become a Member subject to strict adherence to these Rules.
27. Members and Other Users of the Airfield are free to bring spouses, friends, or guests to the Airfield without charge. Any person upon the Airfield is responsible for their own family and friends. The Company cannot be held responsible for any accident or incident.
28. The Company reserves the right to withhold, withdraw or refuse use of the Airfield by any person or persons in the event of misconduct in relation to the UK CAA or UK Air Navigation Order/Rules and any breach of any of these Rules or any action which is deemed or considered to bring the Airfield into disrepute. The ultimate decision to permit continued use vests in the Company and not with any individual, resident Flight School, organisation, or entity.
29. The Company appoints the Chief Flying Instructor ('CFI') whose is responsible for all flying activities, under mandate from the Company. The Company may and

authorises the CFI to request any inspection of documents relating to the ability of a pilot to fly as PIC. If so requested you must comply with the request and until such compliance you are strictly prohibited from flying from or to the Airfield.

30. Not more than one light aircraft shall fly in the circuit at any time with the exception that this will not prevent the taking off or landing of a light aircraft undertaking a cross country flight.

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