

SCHEDULE 1 The Club Regulations – Effective 3rd August 2018

1. Definitions

- i) The Club shall mean the Cambridge Aero Club.
- ii) The Company shall mean the Cambridge Aero Club Limited.
- iii) The Head of Training shall mean the Head of Training of the Cambridge Aero Club Ltd and Flying Instructor shall be construed accordingly.
- iv) The Aerodrome shall mean Cambridge Airport.
- v) A Member shall mean either a Full Flying Member or a Passenger Member or a Flight Experience Member of the Club as requested on the signed Application for Membership and shall not mean a shareholder. Full Flying Membership is required upon joining and is valid for 1 month or 12 months from purchase date. Membership fees are not refundable. All persons to fly in the Aero Club's aircraft must hold full current membership with all fees fully paid in advance. Only persons undergoing a Flight Experience may hold temporary daily membership status, the price of which is included in the cost of a trial lesson. Passenger Membership (also known as 'Social Membership') is for those flying as passengers to PPL Holders only, is £10 per person, valid for 1 year from purchase.
- vi) Club Flying Orders shall mean the Cambridge Aero Club ATO Manual or Solo Hire Manual depending upon the context.
- vii) Authorisation Book shall mean the book maintained by the Club and in which are to be recorded the various authorisations required by the Club's Regulations.

2. Opening Hours

- i) The Club will ordinarily be open daily between 0900 and 1800 for flying instruction and hire of aircraft to Members.
- ii) In exceptional circumstances, flying outside the stated Aerodrome opening times may be authorised by the Head of Training. The guidelines set out in the Club Flying Orders with reference to out of hours operation must be adhered to.

3. Flying Charges

The charges for flying instruction and the hire of aircraft shall be fixed by the Club and posted on the Club Notice Board and may be subject to revision from time to time. The appropriate charge must be paid immediately upon the completion of any flight unless arrangements have been made to open a deposit account with the Club.

4. Booking & Cancellation of Flights

All bookings must be made via, and approved by an Aero Club staff member. Subject to the availability of aircraft and/or a Flying Instructor, a Member may book in advance a time for instruction or for the hire of an aircraft and must be available at least ten minutes prior to that time. Cancellation of bookings whether for instructional or private hire purposes must be notified to Club staff no later than 24 hours prior to the booking commencement time. Cancellations made with less than 24 hours' notice will attract a £75 charge for each booking cancelled. Exemptions will only be made under exceptional circumstances, and entirely at the discretion of the Club. Members failing to be present at the Club for the commencement of a booking or arriving too late to allow the flight to be fulfilled will be deemed as having made a late cancellation and will be charged in accordance with the Club cancellation policy. Cancellation of bookings both for private hire or instruction for weather related reasons must be agreed with the Instructor or supervising Instructor assigned to your slot in advance of the booking commencement time. Failure to agree cancellations in this manner will attract a cancellation fee.

5. Period of Hiring Aircraft

- i) Aircraft must be hired for a specified period and full flying charges will be payable from the time the hire commences until the aircraft is returned to the Club less any waiting time authorised by the Club prior to the flight.
- ii) The minimum time for which an aircraft may be hired is fifteen minutes. The duration of every flight is taken to the nearest five minutes and shall be reckoned from the time the aircraft leaves the appropriate parking area until it returns. The minimum fee for full day hire will be the equivalent of 3 hours flying time charged at the current rate applicable to the aircraft to be hired.

6. Priority of Hiring Aircraft

Instructional flying, whether Dual or Solo, shall at all times take priority over hire of aircraft for recreational flying.

7. Conditions of Flying Instruction and Hiring of Aircraft

- i) A Member under instruction must, if required by an authorised official of the Club produce, a current medical certificate or a letter from the Civil Aviation Authority to the effect that he has been assessed as medically fit to hold a Private Pilot's License. Licensed pilots are responsible for maintaining the validity of their licenses in all respects. Pilots Log Books are to be kept up to date and available for inspection by a Flying Instructor when required.
- ii) A Member may hire, or fly as Pilot in command of a Club aircraft, only with the express approval of a Flying Instructor evidenced by an entry in the Authorisation Book initiated by a Flying Instructor and the Member. The decision of the Flying Instructor as to the suitability of the weather, the details of the flight, fitness of the aircraft and the settlement of competing claims of Members to priority shall be final, and approval shall be valid only for a flight authorised by these Regulations and shall not relieve the Member from liability from any breach thereof.
- iii) Before a Member is given an approval to fly as pilot in command of a Club aircraft, whether he holds a Private Pilot's License or not, he may be required to take a flight in an aircraft of the type in question accompanied by a Flying Instructor. The Member shall pay for such a flight at the current rate for dual instruction, and any such authorisation given to a Member may be revoked by the Club at any time at its sole discretion.
- iv) Before making any flight as pilot in command of a Club aircraft, a Member shall make himself acquainted with all Regulations which may from time to time be issued by the Club in regard to flying instructions, the hiring of aircraft and their safe handling on the ground and in the air, including all relevant technical data and handling notes, also with all Air Navigation Orders and Directions issued by the Civil Aviation Authority and other Competent Authorities and Regulations and Notices made hereunder. Such Orders, Directions, Regulations, Notices, Data and Handling Notes with any amendments thereto shall be deemed to be incorporated herein and Members to have knowledge thereof at all times, and a breach of any of the same shall be equivalent to a breach of these Regulations.
 - v) A Member shall read and sign the Club Flying Orders (ATO Part 2 or Solo Hire Manual) on first joining the Club and annually, or on amendment, thereafter.
 - vi) The minimum age at which any Member can be permitted to fly solo in a power-driven aircraft is sixteen years.
 - vii) Before two Members who are qualified pilots may commence any flight together in a Club aircraft they must obtain the permission of a Flying Instructor, who shall appoint one of the Members to be in command of the aircraft throughout the flight. This Member will be held responsible for the safety of the aircraft and the due observance of all relevant Rules and Regulations. The pilot in command shall be named in the Authorisation Book.
 - viii) Members may be required to undergo periods of secondary or advanced Dual instruction at any time at the discretion of a Flying Instructor.
 - ix) Unless otherwise authorised by a Flying Instructor and such authorisation is entered in the Authorisation Book, Members under instruction will operate within the Local Flying Area as defined in the Club Flying Orders.

8. Carriage of documents and return of flying times

Any Member flying in the Club aircraft unaccompanied by an official of the Club shall be responsible for completion of the Aircraft Technical Log and for ensuring that all relevant documents required by the Air Navigation Order and other legislation are aboard the aircraft. The Member shall also be responsible for making returns of flying times and of other information in the form required by the Club such returns to be prompt and accurate for the safe and systematic maintenance of the aircraft and their engines.

9. Reporting Unusual Occurrences

In the interests of safety, and in compliance with the Air Navigation Order Members must immediately, after landing, report to the Flying Instructor or Ground Engineer in charge any defect in the aircraft, engine or equipment, or any event or circumstances (e. g. heavy landing or rough running of the engine, sluggishness of controls, nose or tail heaviness, one wing low, etc) which may render advisable an inspection or adjustment to the engine or airframe. The importance of making such reports cannot be over-emphasised and neglect to do so may result in a serious accident.

10. Carriage of passengers

- i) Before being permitted to fly as pilot in command of a Club aircraft carrying a passenger, Members must be in possession of a valid Private Pilot's License or Pilot's Licenses of a higher grade, and have been authorised to carry passengers by a Flying Instructor as evidenced by an entry in the Authorisation Book initiated by the Flying Instructor and by the Pilot.
- ii) The pilot in command must fly from the left-hand seat.
- iii) All passengers must be Members. The Pilot is responsible for ensuring that the passenger shall have read and understood Nos. 9, 10, 13 and 14 of these Regulations.
- iv) No dual instruction may be given in a Club aircraft except by a Flying Instructor, or a suitably qualified Flying Instructor appointed/approved by the Head of Training.
- v) Any Member authorised by the Club to carry passengers shall ensure before each flight that the passenger is:
 - a) Instructed not to touch or otherwise interfere with the Controls, either on the ground or in flight; instructed in the location and operation of safety equipment in the aircraft
 - b) Properly secured in his safety harness and knows both how to release that harness and how to open the aircraft doors in the event of emergency.

11. Restrictions

- i) Smoking is prohibited in any hangar, or within 50 feet of any fuel installation or aircraft.
- ii) The consumption of intoxicating liquor or the taking of drugs by Members is prohibited within a period of eight hours before flying and if in the opinion of a Flying Instructor, any Member should not be permitted to fly in a Club aircraft, the Club shall refuse facilities for flying to such Member.
- iii) Members, when flying solo or with a passenger, are prohibited from carrying out any low flying, contour chasing, trick, exhibition flying, formation or aerobatic flying or spins, unless qualified and authorised by the Duty Instructor on the day.
- iv) Members must report to the Head of Training immediately after landing from any flight on which bad weather or any other emergency necessitated flying below 1,000 feet above ground level.

12. Cross country flying

- i) Landing fees, hangarage and handling charges, and any similar costs incurred during the flight shall be paid for by the Member hiring the aircraft.
- ii) In any cross-country flight involving a landing away from Cambridge Airport, the Member in charge of the aircraft is responsible for taking, and at his own expense shall take, all responsible precautions for its safety and protection whilst on the ground away from Cambridge Airport. At night, or during high wind, the aircraft must be housed in a hangar and should hangar accommodation be unavailable it must be properly picketed in as sheltered a position as possible and control surfaces and cockpit controls properly secured.
- iii) Except when otherwise authorised by a Flying Instructor, Members carrying out cross country flights must, unless unavoidably prevented by bad weather or other bona fide cause, return the aircraft to Cambridge Aerodrome before the earlier of one hour before sunset or 1745 hours local time and, unless alternative arrangements have been made with a Flying Instructor, park the aircraft on the Light Aircraft apron within five minutes of arrival. Members who are unavoidably delayed must immediately communicate the circumstances to the Club at their own expense by telephone or such other means as are available. Late returns may render the Member liable for a late landing surcharge at prevailing rates.

13. Landings away from Cambridge Aerodrome

- i) No Member may land a Club aircraft away from Cambridge Aerodrome unless specifically authorised prior to commencement of the Flight.
- ii) In the event of an unavoidable forced landing, whether at an aerodrome or not, Members are totally prohibited from taking off again unless so authorised by a Flying Instructor. The pilot in command must immediately communicate with a Flying Instructor and report all the circumstances. Should the landing be at a licensed aerodrome the Flying Instructor may give oral authorisation for the return flight after consultation with a local Flying Instructor or Air Traffic Controller. Should the landing be at an unlicensed place the Flying Instructor will under no circumstances authorise a return flight. Members will be required to bear the cost of returning the aircraft to the Aerodrome in addition to the cost of effecting repairs (should the aircraft be damaged) unless he can show to the satisfaction of the Club that the landing was necessitated by circumstances beyond his control.

14. Insurances

- i) Legal Liability Insurance is arranged by the Club within limits promulgated from time to time on the Club Notice Board and is designed to protect the Club and Members against claims from Passengers and Third Parties arising from an accident for which the Club or Members are legally liable.
- ii) In the event of a Club aircraft being involved in any occurrence that, directly or indirectly, causes injury or damage to the person or property of Third Parties whilst it is in the charge of any Member, neither such Member nor any passenger shall in any circumstances make any admission of liability, or offer or promise of payment.
- iii) The Club does not provide the Pilot of a Club aircraft with Life insurance. Members acting as Pilots should accordingly consult their own Insurers.

15. Members' Liability

Subject to the discretion of the Club in special circumstances, any Member flying solo or with a passenger will be liable for the first £100 of any damage done to an aircraft or to a Third Party by reason of any accident whilst he is in charge of the aircraft concerned. However, in the event the damage is caused directly or indirectly by a breach on the part of the Member of these Regulations, the Member will at the Company's discretion be liable for the total sum, or such lesser proportion as the Company thinks fit of any damages, costs, claims, or expenses resulting there from.

16. Disciplinary action for breach of Regulations

In addition to any financial penalties or obligations imposed by the Club Regulations in respect of breaches thereof, and independent of any Penalties which may be imposed by Courts for contravention of the Air Navigation Order, the Member committing any breach may be suspended from flying either permanently or for any less period.

17. Noise abatement

The City of Cambridge, together with its environs and the University, is a particularly noise sensitive area. The co-operation of all Members obeying the Noise Abatement Procedures as published in the Club Flying Orders is essential at all times. Members are to avoid flying over other built-up areas whenever possible, subject to the requirement of safety and good airmanship.

18. Handling of aircraft

All aircraft stored, repaired, serviced or handled by the Club, its servants or its agents are accepted for storage, repair, servicing or handling at Owner's risk only.

19. Priority of Regulations

In the event of conflict, the Club Flying Orders shall prevail over these Regulations but neither shall prevail over Air Navigation Orders, Directions, Regulations and Notices issued by the Civil Aviation Authority or other competent Authority.

20. Ensuring Communication

To ensure we can communicate with you regarding flight times, lessons and other flying related issues it is compulsory that during your membership with us you are opted into communications.

21. Wingly or any other sub hire:

Members are not permitted to sub hire club aircraft or use for flying for financial gain, including the Wingly scheme. Cambridge Aero Club management have the final say on all relevant flights and decisions are final.