



mendip flying group

RULES OF OPERATION - EFFECTIVE FROM 1st DECEMBER 2009

OBJECTIVES OF THE GROUP

To operate and maintain a light aircraft to provide economical flying for members of the Mendip Flying Group.

THE AIRCRAFT

Piper PA28-180; G-BABG.

THE GROUP

20 equal shares held by a minimum of 12 and a maximum of 20 shareholders. The aircraft may only be booked and flown by current shareholders.

The Group may elect to either repurchase or sell the share of any member who, in the opinion of a simple majority of the members of the group, does not abide by the terms of the association.

In the event of the death of a Shareholder, the group would elect either to purchase the share or to sell it for a fair price on behalf of the deceased member's estate, and pass on the proceeds net of any outstanding debts.

The Group is run by elected volunteers appointed annually at the AGM and comprising;

CHAIRMAN: Responsible for the Group as a whole and its smooth running.

TREASURER: Responsible for all financial aspects, including settlement of accounts and flying bills.

SECRETARY: Responsible for communications and Meeting notes. The Secretary is also the registered owner of the aircraft as a trustee of the Group and, as such, the contact point with the CAA.

TECHNICAL OFFICER: Responsible for arranging repair and maintenance of the aircraft and maintaining the aircraft documents.

The Group will hold regular meetings (normally once per month on the third Thursday of the month) at which the operation of the Group can be discussed. Minutes of these meetings will be produced and circulated. An AGM will be held in November each year.

PROCEDURE FOR SHARE TRANSACTIONS

Any member intending to offer their share for sale should inform the Secretary of his/her intention, and also the details of any prospective purchaser. He/she must also ensure that any prospective purchaser is made aware of the contents of this document, as well as meeting the following requirements:

- One of the following:
 - A JAR-FCL or UK CAA Pilot's Licence (PPL(A), CPL(A), or ATPL(A)), with a current SEP(L) rating and JAR-FCL Class 1 or Class 2 Medical Certificate, **or**
 - A NPPL for SEP with a valid UK NPPL, and Medical Certificate (DVLA Group 2 Standard), **or**

- An ICAO Pilot's Licence (PPL, CPL or ATPL) with the appropriate validations acceptable to the UK Civil Aviation Authority (UK CAA) to enable the holder to pilot any UK Registered Single Engine Piston Land Aircraft.
- A valid R.T. licence.
- A minimum of 75 hours total time on SEP(L). This requirement may be varied where there is a total of 75 hours which is not exclusively on SEP(L), though this would be at the discretion both of the Group and their Insurers.

The details of any potential purchaser will be made known to existing group members, any of whom may express any views or concerns to an Officer of the Group prior to formal approval of the sale.

Potential purchasers should be aware that in order to gain airside access at Bristol International Airport they will be required to hold an appropriate airside pass. A condition of issue for these passes is that all applicants will be subject to a Criminal Record Check at basic disclosure level.

A prospective member may wish to undertake a familiarisation flight with either the selling member or a member in current flying practice. The group member should fly the aircraft.

The prospective member would then be invited to attend a group meeting, where his/her documentation should be made available for checking.

Once the minutes of the meeting have been published, and objections should be submitted to the Secretary by email or letter within fourteen days. Any objection received will be considered by the Group's Officers.

If no objections are received within this period, the Secretary will advise both seller and prospective purchaser that the sale may go ahead.

The Officers shall consider any objections received before making a final decision as to whether or not the sale can proceed. They will then advise both parties accordingly.

Only once this process has been concluded satisfactorily should payment for a share be made. The purchase price of the share is a matter for negotiation between buyer and seller. The price is a consideration of the hull value and Group assets including the engine fund. It should be noted that the agreed price will be subject to a 5% levy payable to the Group by the purchaser. Payment must be by means either of a cheque payable to the Group or by Credit Transfer. Once the cheque has cleared the Treasurer will pass on to the vendor the purchase price less any outstanding bills. At the same time the Secretary will issue a Share Certificate to the purchaser, and arrange to fully brief the purchaser on all aspects of membership of the group. The vendor in turn should pass over his/her keys, copy of the insurance certificate, GPS tutorial material and Flight Manual. The new member must then undertake a check-flight in the Group aircraft to the satisfaction of an Instructor who is familiar with the aircraft before being allowed to fly P1. If the Instructor considers that further training is required, the purchaser should carry out this additional training in the group aircraft whenever possible. It may however be necessary to undertake this training on an alternative aircraft particularly during periods when bookings and the demand for the group aircraft are high. In cases where additional training has to be completed on an alternative aircraft, the completion of the check flight must be in the group aircraft before the new member is allowed to fly P1.

PILOT REQUIREMENTS AND RESPONSIBILITIES

All members are provided with a copy of the aircraft handbook and insurance policy. All pilots must acquaint themselves with these documents, and fly in accordance with the requirements, information and guidance given, as well as operating the aircraft within the limits of their own licence privileges, experience, currency and Group rules.

Members who have not flown P1 in a single engined aircraft for a period in excess of 60 days are required either to be accompanied by a Member, who is in current flying practice, or an Instructor, on a refamiliarisation flight. Members who have not flown P1 in a single

engined aircraft for a period in excess of 90 days are required to have a check flight with an Instructor who is familiar with the aircraft.

It is the Pilot's responsibility to make themselves familiar with and to operate within current aviation legislation. All flights are to be carried out in accordance with the flight rules, requirements and limitations laid down by the aviation authority of the country concerned e.g. C.A.A.

Any flight conducted outside these limitations may result, in the event of an accident, in the pilot concerned being personally liable for any claims made by the Group and/or a third party.

USE OF THE AIRCRAFT

All intended flights to be entered into the Internet Booking System prior to the flight and details of the flight entered in the journey log on return.

Tacho times to be booked from Tachometer, engine start to engine stop. Flight times should be booked Take-Off to Landing.

Fuel or oil purchased at Bristol should be charged to our account with the Bristol Flying Centre and the invoices filed in the bookings folder. The cost of fuel or oil purchased elsewhere will be reimbursed by the Treasurer on submission of the appropriate receipt or invoice. When fuelling for flights outside the UK please ask for VAT to be waived. Fuel purchased elsewhere will be reimbursed to the pilot at the equivalent Bristol cost.

Landing fees away from Bristol should be settled directly by the pilot concerned.

The aircraft should be either hangered or tied down when not attended. The booked pilot must ensure that this requirement is met before leaving the aircraft.

The aircraft is to be returned, with due regard to safety, punctually at the end of the booked period.

It is the responsibility of each member using the aircraft to ensure that the door is locked, and fuel, master switch etc are properly turned off at the end of each flight.

Any fault discovered should be noted in the journey log and the Technical Officer informed.

In the event of a member having either their licence or Medical suspended or revoked, he or she must advise the Secretary immediately.

In the event of accident, injury or other incident involving the aircraft whether or not damage is apparent or suspected, an Officer of the Group must be contacted as soon as possible.

Notwithstanding any of the above, Group Members are expected at all times to comply with the principles of good airmanship.

ADVANCE BOOKINGS

Advance booking of the aircraft is normally limited to a period of 28 days from the current date. Within this period, each member may book a total of 2 slots. A slot is defined as anything up to and including a whole day between Monday and Friday and half a day during the weekend. The division between half days is 1200 hrs during the winter months and 1400 hrs Local during British Summer Time.

Any slot unbooked on a given day may be booked and taken by a member, without affecting his entitlement under the advance booking rule, providing the booking is made not earlier than 2100 hrs on the previous day. Booking in excess of the 28 day entitlement is allowed for genuine training (e.g. IMC) but this must be limited to the actual training time required and chosen to minimise disruption of the day's bookings.

Where the aircraft is to be used for genuine touring during Monday to Friday, the advance booking entitlement may be increased to a single booking of up to 3 consecutive days. In such cases a member may only make one such booking in any 28 day period, and there will be an expectation that use of the aircraft will be consistent with a genuine touring itinerary.

Any Training, Extended, or Midweek Touring Bookings must be clearly marked as such using the 'Notes' field in the booking system.

Unwanted bookings should be cancelled as soon as possible, including bookings which are cancelled or curtailed on the day concerned.

Booking and using the aircraft in the name of another Group member is not permitted.

Any booking of the aircraft in excess of the above entitlements or more than 28 days in advance, or both, requires representation to the other Group members at a Group meeting. The request will be considered subject to the following considerations;

- Requests for extended booking should be made 2 months in advance to allow publication in the Meeting notes so that any objections can be registered and considered.
- No more than one extended booking of the aircraft will normally be approved in any calendar month.

When an extended booking is approved, this will represent the Group Member's full 28 day entitlement. The member concerned will be required to nominate a 28 day period either immediately before or immediately after the extended booking, during which they will not be permitted to make any advance booking. An entry must be made in the Booking System containing the extended booking indicating whether the member concerned has nominated to forego advanced bookings beforehand or afterwards.

Whilst wishing to limit the number of hard and fast booking rules, in addition to the above requirements, members are expected to show reasonable consideration to others in making bookings. In particular, try to avoid 'hogging' the same slot each week, indicate on the booking sheet if you have a spare seat and respect the half day division where possible.

BILLING

Upon joining the Group, new members will be required to set up a Standing Order to pay the necessary monthly payment to cover the Group's fixed costs.

Flying bills will be sent out by the Treasurer, usually on a monthly basis. Members are expected to settle their bills promptly and in full.

The Group may decide to call upon members to pay an additional levy from time to time should exceptional financial circumstances arise.

Any member having difficulty in meeting his/her payments should contact the Treasurer in order to arrive at a mutually acceptable strategy for clearing the outstanding debt.

In the event of any member both accumulating debts which are deemed by the Group to be unacceptable, and either:

1. Failing to reach an agreement with the Treasurer for the clearance of the debt, or
2. Having reached an agreement with the Treasurer, failing to make the required payments within the time agreed,

then the Group will have the right to:

1. Cancel the Member's bookings,
2. Suspend or terminate access to the Booking System,
3. If appropriate the Group may deem that the member is not abiding by the Rules, and elect to either purchase or sell the member's share, deducting all outstanding monies and expenses incurred from the sale price before passing on the residue to the member concerned. In any such instance the Group will try to obtain a fair value for the share, though this cannot be guaranteed as priority will be given to the recovery of any outstanding debts in preference to obtaining the market value of the share to be sold.

END OF DOCUMENT