

# GOLD COAST SPORTS FLYING CLUB, INC

## BY-LAWS (Version 8, 17/07/2017)

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#### **Disclaimer:**

*The rules within these Club by-laws shall not take precedence over any other laws set down by Federal, State or Local Government Departments, all CASA or the RAA. These By-laws should be read in conjunction with the Club Constitution as approved by the Office of Fair Trading.*

### **Airfield Rules A1 to A6**

- A1. All resident aircraft operating from this Airfield must carry a minimum of \$2 Million third party insurance, which indemnifies the GCSFC.
- A2. All aircraft using this Airfield shall be equipped with an operating aircraft VHF radio.
- A3. Touch-and-go's or continuous circuits to be kept to a minimum for noise abatement and safety considerations.
- A4. Pilots using resident aircraft must be financial Ordinary members of the Club. Non-Members may be permitted to use resident aircraft when approved by the Management Committee.
- A5. The access gate must be kept locked between the hours of 6:00pm to 6:00am unless special arrangements are made for an early start.
- A6. The Airfield may be closed from time to time for safety reasons due to weather, works or other causes. This decision shall be made when necessary by the Management Committee and maybe implemented by the Resident Club Member. These conditions shall be complied with by all Members and visitors.

### **Clubhouse Rules C1 to C3**

- C1. Members are expected to keep the Clubhouse clean and tidy. The Clubhouse is maintained by the Resident Club Member who is a paid-up Member and maintains the Clubhouse in a voluntary capacity. From time to time he may pass on instructions from the Management Committee. This may apply to Airfield or Clubhouse matters. Please respond as if the Resident Club Member were a Committee Member.
- C2. No organised activities are to take place in the Clubhouse without prior written approval of the Management Committee.
- C3. The Club premises may be made available for rental or for some purposes approved by the Management Committee and Members.

### **Emergencies E1 to E7**

- E1. Pilots involved in any accident or incident are required to follow the procedures set down in the relevant CASA or RAA regulations.
- E2. Notwithstanding the procedures outlined in E1 every Member present at an accident or incident shall take all steps necessary to secure the safety and wellbeing of aircraft occupants.
- E3. A first aid kit is in the Clubhouse, and may be used for such purposes.
- E4. Members using any materials from the first aid kit must make sure that the usage is recorded in the first aid log book so that the kit can be replenished.
- E5. Members have no obligation whatsoever to contact or speak to any member of the news media.

- E6. In the case of a significant accident or injury occurring the Ambulance should be called immediately and the local Police are to be informed.
- E7. Once an accident investigation commences all parts of the aircraft will remain the property of the Police Department until released by them.

**Fee Structure F1 to F3**

**F1. Membership categories:**

|                    |  |
|--------------------|--|
| Ordinary Member    | A once-off <b>Joining Fee</b> of \$1100.00 incl GST, plus an <b>Annual Subscription fee</b> of \$880.00 incl GST per financial year applies, paid in advance. Ordinary Members who join after the commencement of a new financial year shall have their initial Annual Subscription fee adjusted on a pro-rata basis.  |
| Social Member      | \$110.00 incl GST per financial year (No Joining Fee).   |
| Life Member        | No yearly Membership fee.  |
| Provisional Member | \$440 incl GST for 4 months, paid in advance, with no extensions. If the Provisional Member wishes to then join the club as an Ordinary Member, the Ordinary Member Annual Subscription fee becomes payable, adjusted on a pro-rata basis, plus the Joining Fee.<br><br>This category would suit a visiting pilot seeking familiarisation on an aircraft type owned or being sold by an Ordinary Member, or seeking the holiday hire of a designated aircraft from an Ordinary Member. The approval of a subsequent application will be at the discretion of the Management Committee. |
| Family Membership  | An Ordinary Member's spouse or partner is entitled to become a Social Member at no additional cost.<br>An Ordinary Member's sons or daughters undergoing pilot training are eligible for a 75% discount of the Ordinary Member Annual Subscription Fee until they either a) turn 18 years of age or b) have achieved Pilot status. After this time, they are required to join the Club as Ordinary Members and pay the Annual Subscription and Joining Fees.   |

- F2. Hangarage fees and airfield usage fees, if applicable, apply
- F3. A Member who will be absent from the Club for an extended period may apply to the Management Committee for a temporary conversion to Social Member status for one (1) year. Approval of a subsequent application will be at the discretion of the Management Committee.

**Hangar Rules H1 to H8**

- H1. No Member is entitled to a Hangar Site or deemed to hold a Hangar Site by right of possession until the Hangar Site Agreement with the Club in the approved form is signed by both parties.

- H2. Hangar Owners, Tenants, and other resident aircraft owners must be financial Ordinary Members of the Club.
- H3. Only financial Ordinary Members or individual financial Ordinary Members in a syndicate have the right to purchase or occupy a hangar.
- H4. Current Hangar Site fees are \$4.40/m<sup>2</sup> plus \$3.30/m<sup>2</sup> Hangar Insurance per financial year, both GST included. At the discretion of the Club at a General Meeting a temporary annual levy may be set which will be payable in addition to the above Hangar Site Fees.
- H5. A Hangar Owner will not assign in whole or in part the benefit of his/her Hangar Site Agreement to any other individual, party, syndicate (or an individual member of a syndicate) or rent or cause to use the Hangar in whole or in part for any time to a non-Ordinary Member of the Club or otherwise without prior written approval from the Management Committee who may at their sole discretion refuse the approval or otherwise impose restrictions and obligations on the Hangar Owner and any other person on such assignment.
- H6. A Hangar Owner and/or Member Tenant will not allow an aircraft or items of any description to be hangared or stored inside the Hangar by any other individual, party, syndicate (or an individual member of a syndicate) who is not a financial Ordinary Member of the Club without prior written approval from the Management Committee who may at their sole discretion refuse the approval or otherwise impose restrictions and obligations on the Hangar Owner and/or Member Tenant.
- H7. A Hangar Owner and/or Member Tenant will not allow an aircraft to be de-hangared / re-hangared and operated from the airfield by a non-Ordinary Member, without prior written approval from the Management Committee.
- H8. Hangar Permitted Use: The Hangar is to be used for the storage of Members' aircraft or such other items as long as the primary use of the Hangar remains aircraft storage.

### **Insurances I1 to I2**

- I1. The Club's group insurance scheme provides cover for Hangar-Keepers Liability, Airport Owners and Operators Liability, Voluntary Workers Personal Accident, Business Cover for theft, glass and Management Indemnity, plus Public Liability cover for the Club's Leased Area and buildings. Coverage includes all Hangar Owners' Sites and Hangars to the extent of not less than \$10M per occurrence.
- I2. The Club's annual group Hangar-Keepers Liability insurance premium is based on the combined area of all buildings erected on the Leased Area. This is converted to a simple per-square-metre cost and apportioned to all Hangar Owners according to their respective hangar sizes, as a component of the Hangar Site fees invoiced by the Club. Premiums for the remaining Covers in item I1 are funded from the Annual Ordinary Member subscriptions.

### **Membership Rules M1 to M7**

- M1. Any non-Member is a guest only, and a Member will be in attendance and responsible for their guest's conduct and ensure that the non-Member complies with these By-Laws.

- M2. All visitors are required to sign the 'Visitors' Book' upon arrival. The book is in the Clubhouse.
- M3. Any Member applicant accepted by the Club shall be granted a Probationary Membership for twelve (12) months. Full Membership shall be offered after the twelve months' Probationary period, provided all rules of the Club have been adhered to.
- M4. The Club reserves the right to accept or refuse renewal of Membership at the end of the twelve-month Probationary period, without any form of refund.
- M5. Members are not permitted to contact Government Departments on Club business without prior written approval from the Management Committee.
- M6. Members are not permitted to approach the Lessor or employees of W.H. Heck and Sons on matters affecting the Club without prior written approval from the Management Committee.
- M7. Failure to comply with either Rules M5 or M6 may result in the Member having their Membership cancelled.

### **Commercial Operations and Organised Activities O1 to O2**

- O1. No commercial aircraft operations may take place at the Airfield unless they relate specifically to other Club Members and their aircraft.
- O2. No organised activity shall be conducted without prior written approval of the Management Committee.

### **Risk Management R1 to R4**

- R1. Electrical extension leads run beyond a hangar are not to be left connected to mains power overnight. They are to be used only daily and retrieved after work.
- R2. All Members are to be aware of their obligation to report any hazardous or perceived hazardous condition. These matters must be reported promptly to the Resident Club Member or a Member of the Management Committee. This requirement applies to hangarage of aircraft, maintenance, as well as airfield operations.
- R3. The Management Committee are required to comply with all aspects of the Airfield risk audit requirements.
- R4. All Members are to conform to all State, Local and Federal Workplace Health and Safety requirements.

### **Treasurer T1 to T3**

- T1. The Treasurer is required to provide a summary of the Club Income and Expenditure for the previous month at each Club meeting.
- T2. The Treasurer will provide the Management Committee with a full report of receipts, payments and the bank balance for the previous month.
- T3. Members wishing to peruse the financial statement should approach the Treasurer.

## Visiting Aircraft V1 to V6

- V1. All aircraft visiting Heck Field must have a third party public liability insurance cover of at least \$2 Million.
- V2. Pilots of visiting aircraft should report to the Resident Club Member or to an available Management Committee Member upon arrival and sign the Visitors' Book.
- V3. The Club assumes no responsibility for the safety and security of visiting aircraft.
- V4. All visiting aircraft should be equipped with and capable of using VHF aircraft Radio.
- V5. Visiting aircraft may park in the open at the Field for free for a period not exceeding a total of fourteen (14) days during a twelve (12) month period.
- V6. Aircraft owners/pilots wishing to remain parked for a longer period will be charged parking fees of \$3.30 per day / \$22.00 per week / \$88.00 per month, all GST included, until further notice.

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