

# MORNINGSTAR FLYING CLUB STANDING RULES As amended 10 June 2019

## PREAMBLE

1. The Rules of the Club listed hereinafter are intended to supplement the provisions of the Club's Constitution, and as such are intended to ensure that the Club, along with any Members' rights shall not be jeopardized by the actions or omissions of any member or guest.
2. All Members are bound by these Standing Rules, which replace any previous Rules and are to be applicable at any premises owned or leased by the Morningstar Flying Club.
3. All members shall be bound by these Rules as if they were in place when they joined the Club.

## TABLE OF CONTENTS

	PAGE
1 RULES OF PROCEDURE AT MONTHLY, SPECIAL GENERAL AND ANNUAL GENERAL MEETINGS	3
2 GENERAL RULES FOR MEMBERS, GUESTS AND VISITORS	3
3 SAFETY	3
4 HANGAR MEMBERSHIPS AND RIGHT OF USE HANGAR SITES	4
5 PROCEDURES FOR THE APPROVAL & ERECTION OF HANGAR STRUCTURES	4
6 HANGAR CONSTRUCTION	4
7 RESTRICTIONS FOR THE USE OF HANGARS AND SITES	4
8 FLYING RULES	6
9 JOINING & DEPARTURE PROCEDURE AT MORNINGSTAR AIRFIELD	9
10 COMMERCIAL OPERATIONS AT MORNINGSTAR AIRFIELD	9
<b>APPENDICES</b>	<b>10</b>
<b>APPENDIX A: HANGAR MEMBERSHIP AND RIGHT OF USE</b>	<b>11</b>
<b>APPENDIX B: HANGAR CONSTRUCTION</b>	<b>14</b>
<b>APPENDIX C: COMMERCIAL RIGHT OF USE RULES AND OPERATIONAL REGULATIONS</b>	<b>18</b>

---

## **1. RULES OF PROCEDURE AT MONTHLY, SPECIAL GENERAL AND ANNUAL GENERAL MEETINGS**

- 1.1. The Chairman or an Executive Committee Member nominated by the Chairman shall call the meeting to order and shall chair the meeting. The format of meetings shall include a general section on issues raised by members. The remainder of the format is to be determined by the Chairman.
- 1.2. The bar is to remain closed for the duration of the meeting.
- 1.3. Minutes of all meetings, along with the names of members and visitors present is to be recorded by the Secretary and is to be posted on the website of the Club within seven days. Records of all meetings are to be held in perpetuity for record purposes by the current Secretary.
- 1.4. The time and date of monthly club meetings is to be 8:00PM on the last Wednesday of every month or such time as the Chairman shall deem suitable for that meeting.

## **2. GENERAL RULES FOR MEMBERS, GUESTS AND VISITORS**

- 2.1. The Clubhouse referred to shall mean the Club's buildings at Morningstar Airfield ("Morningstar" or "the Airfield").
- 2.2. The Clubhouse and leased ground at Morningstar Airfield shall be for the sole use of members of the Morningstar Flying Club ("MFC" or "the Club").
- 2.3. The Club reserves the right of admission to the Clubhouse and the Airfield.
- 2.4. Members, guests and visitors are to conduct themselves in a decorous and seemly manner at any premises leased by the Club.
- 2.5. Members are permitted to bring guests. The actions and omissions of these guests shall be the sole responsibility of the host member, who shall ensure that guests at all times act in accordance with these rules.

## **3. SAFETY**

- 3.1. No guests or visitors are permitted to gain access to any taxiway unless accompanied by a member or having obtained the express permission from an Executive Committee Member. Under no circumstances may any guest or visitor leave any domestic pet or child un-attended whilst at any Club facility.
- 3.2. Only observers and or photographers, pre- approved by an Executive Committee Member of the MFC, shall be permitted to encroach within 35m of the runway - i.e. beyond any point that is halfway between the parallel taxi way and the runway. Pre-approval shall be required for each and every occasion and such observer or photographer shall, where possible, inform the pilot of any aircraft operating over the airfield via personal communication beforehand or via radio communication once airborne, that they intend to encroach within 35m of the runway. Notwithstanding the above, such persons shall at all times ensure that they are visible and shall wear high visibility vests.
- 3.3. No alcohol may be consumed by any guest or visitor outside the Clubhouse and it's

fenced off lawn and recreational area.

- 3.4. Young persons under 18 are not permitted to purchase or be served alcohol.
- 3.5. The domestic pets of any member, guest or visitor shall at all times be restrained on a leash and are not permitted on any taxiway or runway or within 30m of any aircraft under power.
- 3.6. Members and guests are required to return any Club facility used by them to a suitable and fit state after use.
- 3.7. No member or guest may use any of the Club's facilities for political or commercial purposes without the written permission of the Chairman or an Executive Committee Member delegated by the Chairman.
- 3.8. When driving vehicles on the entrance road, car park area and taxiways, members and their guests are to exercise caution and obey the MFC's imposed speed limits at all times.
- 3.9. Vehicular traffic must give way to aircraft on the taxiways and no vehicle shall be parked at hangar sites so as to interfere with the ability of aircraft to use a taxiway.
- 3.10. Members must ensure that vehicles parked at their hangars do not interfere with the ability of aircraft to use the taxiways.
- 3.11. No child under the age of 12 years old may enter or walk along a taxiway unless accompanied by an adult member or a visitor granted permission to enter a taxiway under Rule 3.1 above.

#### **4. HANGAR MEMBERSHIPS AND RIGHT OF USE OF HANGAR SITES**

- 4.1. Refer to Appendix A to the Rules.

#### **5. PROCEDURES FOR THE APPROVAL & ERECTION OF HANGAR STRUCTURES**

- 5.1. Refer to Appendix B to the Rules.

#### **6. HANGAR CONSTRUCTION**

- 6.1. Refer to Appendix B to the Rules.

#### **7. RESTRICTIONS FOR THE USE OF HANGARS AND SITES**

- 7.1. Hangars and their sites are to be used primarily for the purpose of the storage, maintenance, construction and/or operation of aircraft and the material and equipment required for this purpose. Primarily in this instance shall mean that 75% or more of the available floor area is occupied for this purpose.
- 7.2. All Hangar Members shall be responsible for the safety and integrity of any structure and its contents on their site. The Club waives any responsibility in this regard and shall not be liable for any loss or damage sustained through any act of God, or action or omission of any member, guest or visitor.

- 7.3. In addition, Hangar Members shall ensure that the areas between hangars, as well as the forecourt/ramp area from hangar door to taxiways is at all times kept clean and tidy and shall be kept free of any flammable material or obstructions. The area around hangar sites and between hangars may not be used for the erection or placement of any structures or the storage of any additional items or materials.
- 7.4. Fuel may only be stored in fully serviceable and sealed metal storage containers. Storage of fuel in plastic containers is not permitted. In the event of more than 40l of fuel being stored in any one hangar, the Hangar Member shall apply for and obtain a FLAMMABLE SUBSTANCE CERTIFICATE from the relevant Fire and Rescue Services i.e. the Fire Chief responsible for the area.
- 7.5. Suitable approved and serviced fire extinguishers are to be provided by Hangar Members in every hangar structure, positioned in a clearly accessible and visible place at the entrance to the hanger and elsewhere, and indicated by approved fire signage. A minimum of one 9kg DCP fire extinguisher per 100sqm of hangar shall be provided.
- 7.6. Hangar Members have the right to rent out portions of their approved hangar structure for the intended purposes as per Rule 7.1. only to fully paid-up members in good standing.
- 7.7. Only members who are fully paid-up and in good standing may store aircraft on the Club premises or operate any aircraft from any area under the control of the Club. Any holder of any 'Right of Use' of any portion of Club premises shall ensure that the owners of any aircraft stored on their sites are at all times fully paid up members and shall be responsible for ensuring that this condition is met. The 'Right of Use' holder shall be liable for any outstanding membership fees in the event of these conditions not being met.
- 7.8. Visiting aircraft, or aircraft belonging to non-members that are intended to be stored for a limited period only, may be accommodated on any site for a maximum of 30 days. Holders of any 'Right of Use' of any portion of Club premises who permit any aircraft to exceed this limited period shall be liable for the costs of full membership of the owner for the period concerned.
- 7.9. A breach of rule 7.7. or 7.8. shall constitute gross misconduct and will result in disciplinary action in terms of the Club Constitution and possible termination of Club membership if found guilty.
- 7.9. No member is permitted to store or operate any aircraft exceeding a MAUW of 1800Kg from Morningstar Airfield without the written permission of the Executive Committee.
- 7.10. No member may operate any aircraft for neither financial gain nor undertake any commercial activity whatsoever at Morningstar Airfield except in terms of Rule 10 hereunder.
- 7.11. Under no circumstances may any liquid or other material classified as waste or hazardous waste, including but not limited to, fuel, oil, paint, sewerage, building material or domestic rubbish, be disposed of on the Airfield or its environs. Failure to observe this Rule may place the Club in contravention of its approved Environmental Plan and accordingly the member responsible will be subject to a disciplinary hearing and held responsible for any losses the Club may suffer by their actions.

## 8. FLYING RULES

- 8.1. Members shall at all times adhere to the Air Navigation Rules as laid down by the South African Civil Aviation Authority and shall in addition display good airmanship and courteousness to members, visitors and other pilots while operating any aircraft wherever they may be so as to keep the good name of the Morningstar Flying Club intact.
- 8.2. Members shall ensure that any aircraft under their command comply with all legal requirements regarding the operation of aircraft as specified in the South African Civil Aviation Acts of the Republic of South Africa. Failure to comply with this clause will constitute gross misconduct.
- 8.3. Any member who is deemed by the Committee to be operating any aircraft in an unsafe manner will be suspended following a disciplinary hearing.
- 8.4. No member may over-fly any hangar, person or group of persons in such a manner as to cause a nuisance or endanger life or property at the Airfield.
- 8.5. No pilot shall be permitted to perform aerobatics in the vicinity of the airfield, save with the express permission of the Executive Committee for the purposes of displays at organised events or practice for such events.
- 8.6. No pilot shall be permitted to perform any flight manoeuvres within the vicinity of the airfield other than are necessary for the purpose of take-off or landing, or required for the purposes of pilot training or the testing of any aircraft, without the permission of the Executive Committee of the MFC.
- 8.7. Due to the land lease conditions, and notwithstanding the Civil Aviation Regulations in force at the time, no pilot shall be permitted, other than in an actual emergency, to overfly the N7 highway at a height of less than 100m AGL in the vicinity of the airfield (equivalent to 600ft altitude on local Morningstar QNH).
- 8.8. Other than in an actual emergency, only the runway may be used for take-off and landing, regardless of aircraft type. Helicopters may use apron areas in front of hangars that face directly onto the runway, but must at all times maintain awareness of and appropriate clearance away from other aircraft, whether stationary or moving, that may be affected by rotor-wash.
- 8.9. Taxying of aircraft is restricted to the taxiways, and pilots must at all times exercise due caution when using the taxiways between hangar rows. Taxi speed must not exceed a fast walking pace.
- 8.10. Helicopters may not air taxi to the east of the main taxiway, Alpha, that is parallel to the runway other than to land or take-off from an apron adjacent to a hangar that faces directly onto the runway.
- 8.11. Helicopters may not land or take-off from the fuel bay area.
- 8.12. Helicopters and gyroplanes executing low speed manoeuvres at low heights above the ground between the runway and taxiway Alpha must at all times remain to the west of and may not cross taxiway Alpha, other than in the case of helicopters when they are manoeuvring to land on their designated apron. All aircraft performing low level

manoeuvres over the runway area must be flown such that the aircraft's velocity vector remains parallel to the runway orientation.

## 9. JOINING & DEPARTURE PROCEDURE AT MORNINGSTAR AIRFIELD

Morningstar Airfield is unmanned and the Civil Aviation Authority Rules for unmanned airfields apply but Member Pilots operating into and out of Morningstar Airfield must adhere to the following:

- 9.1. Pilots of all aircraft operating within 2 nautical miles of the airfield are to monitor their radios and broadcast intentions on the designated frequency.
- 9.2. Due to the land lease conditions, all circuits are to be conducted to the EAST of the airfield. This means a LEFT HAND circuit for runway 20 and a RIGHT HAND circuit for runway 02.
- 9.3. All aircraft are to announce their approach a minimum of 2 minutes out. This means that aircraft approaching from the west should change frequency before crossing the railway line.
- 9.4. All aircraft (including microlight aircraft) shall join overhead at 1500ft altitude on local QNH and shall descend on the inactive side (western side of runway) to a circuit altitude of 1000ft. Aircraft should initiate the crosswind leg overhead the upwind threshold of the runway in use.
- 9.5. Microlight aircraft (those with a circuit speed of less than 65 mph), gyros and helicopters are encouraged to keep their circuits short and tight to limit time spent in the circuit.
- 9.6. All arriving aircraft are to be on the lookout for departing traffic.
- 9.7. Traffic departing to either the EAST or WEST must maintain runway heading to a point 1nm beyond the upwind threshold and not climb above 1000ft altitude before initiating the turn onto departure heading. Special cognizance should be taken of aircraft descending on the western side to join the circuit.

## 10. COMMERCIAL OPERATIONS AT MORNINGSTAR AIRFIELD

The Club recognises that there are historic commercial enterprises providing aviation related services or products, as well as the clubhouse catering and that these are generally beneficial to the members and the Club in general.

These commercial historic commercial enterprises and any future approved commercial activities will continue to be allowed and the Committee may from time-to-time approve new commercial businesses to operate at the Club, subject to the following rules:

- 10.1. Only commercial businesses of an aviation nature will be considered for approval to operate on the Club leased premises, save that a food-catering operator shall be allowed.
- 10.2. Any aviation commercial business or food caterer operating from the Club premises requires the prior approval and permission in writing of the Committee.

- 10.3 The Committee shall only authorise aviation commercial enterprises related to the servicing and maintenance of aircraft, flight training and other aviation related businesses and the Committee shall take into account the impact such businesses will have on members and the airfield when making the decision whether to approve such businesses.
- 10.4 For the avoidance of doubt, if any Committee member has an interest in an aviation commercial businesses already operating or applying to operate from the club premises, that Committee Member shall recuse him/herself from all deliberations in regard to any CROU application.
- 10.5 There shall be one catering operator allowed on the premises that may only operate as designated by the Committee.
- 10.6 The operation of a commercial enterprise will require the approval of the City of Cape Town for the commercial enterprise to be hosted on the Club's leased premises.
- 10.7 These commercial operations will be allowed subject to terms and conditions that may be imposed by any lease signed between the Club and the City of Cape Town in relation to commercial activities on the leased premises.
- 10.8 All CROU holders will be required to issue an indemnity to the Club, in a form acceptable to the Club, which indemnifies and holds the Club harmless from any action carried out by the CROU holder, its suppliers, its customers, employees or anyone connected directly or indirectly to them that causes any damage or harm to the Club or its premises. Such indemnity shall indemnify the club for any costs, taxes or other encumbrances that the club may suffer or incur as a result of these actions.
- 10.9 Any CROU holder who through a breach of the terms of their CROU, the indemnity referred to in paragraph 8 above or in the pursuit of their business causes harm or damage to the Club or its premises of whatsoever nature shall be required to make good such damage to the satisfaction of the Club and the Club shall have the right to recover reasonable costs to ensure such damage is made good. Failure to do so within 60 days of notice will be considered a material breach of the CROU and shall be grounds for immediate cancellation of the CROU.
- 10.11 Any commercial operation carrying on a business on the Club's leased premises is required to pay to the Club a monthly Commercial Right of Use Levy as a contribution to the operational budget of the airfield.
- 10.12 The amount of the CROU is to be decided by the Committee in consultation with the CROU applicant but the decision of the Committee shall be final.
- 10.13. CROU operators are required to pay electricity availability and usage charge as determined by the Club.
- 10.14. The Club will provide basic electricity to the CROU premises within the capability of the Club electricity infrastructure as determined by the Committee. Any additional power requirements by the operator are to be arranged by the CROU holder.
- 10.15. Borehole water will be provided to the CROU premises but not for human consumption. Drinking water is to be provided by the CROU operator at their cost.

- 10.16. The following commercial aviation operations are specifically **not** permitted at the Club:
- 10.15.1. Part 135 (Charter Operations) or any form of scheduled flight operation.
  - 10.15.2. Part 93 (Corporate Flight Operations)
  - 10.15.3. Banner towing
  - 10.15.4. Crop Spraying
  - 10.15.5. Commercial helicopter operations
  - 10.15.6. Skydiving
  - 10.15.7. Commercial Drone operations
- 10.17. The CROU owners acknowledge that the Club leases the premises and is subject to the terms of a lease. Should the Landlord cancel the lease and require the Club to leave the premises at any stage, the CROU holders will be subject to the same notice period as the Club.
- 10.18. All approved commercial operations shall be subject to the operational Rules as laid out in Appendix C – Commercial Operations Right of Use Rules and Operational Regulations.
-



## **APPENDICES TO THE CLUB RULES**

**APPENDIX A - HANGAR MEMBERSHIP and RIGHT of USE RULES**

**APPENDIX B - HANGAR CONSTRUCTION**

**APPENDIX C - COMMERCIAL RIGHT OF USE RULES AND OPERATIONAL REGULATIONS**

# APPENDIX A - HANGAR MEMBERSHIP and RIGHT of USE RULES

## 1. HANGAR MEMBERSHIPS AND RIGHT OF USE

- 1.1. In order to erect any hangar/structure at Morningstar or, where a hangar/structure already exists on a site, in order to be issued with a Right of Use Certificate, a member shall be required to purchase a "Hangar Membership" for each and every site to be occupied. Such Hangar Membership is in addition to full membership of the Club and is only available to a full member in good standing and in so far as a hangar site is available, whether developed or undeveloped.
- 1.2. Hangar Memberships may only be purchased from the Club and in no circumstances are transferable, whether for any consideration or not, between members or between members and non-members.
- 1.3. A "Right of Use" is issued by the MFC to a Hangar Member for a specific site in terms of the Rules. Other than provided for in this Appendix A Rule 1.3.1 below, Right of Use is in no circumstances transferable between members or between members and non-members.
  - 1.3.1. Where two Hangar Members in good standing agree to exchange their Rights of Use over two specific sites (whether or not this involves any consideration between the two Hangar Members in respect of their hangar structures), this may be done with the prior written approval of the Executive Committee and no additional Hangar Membership will be payable by either Hangar Member to MFC.
- 1.4. A once off Hangar Membership fee, as set by the Executive Committee from time to time, shall be paid to the Club in order for a Hangar Member to be issued with a 'Right of Use' for a specific site. Such site shall be limited to an area of 240 square meters on a site to be allocated by the MFC. An additional fee shall be due for securing the Right of Use to any area in excess of the standard 240sqm. This fee shall be calculated pro-rata based on the actual site area approved for Right of Use ie adjusted upwards or downwards from the standard Hangar Membership fee which is based on a 240 square meter site.
- 1.5. Site positions (designated by site numbers) in respect of Right of Use at Morningstar will only be reserved for a period of one calendar year from the date of payment for Hangar Membership. In the event of the Hangar Member failing to complete the erection of a hangar structure within one calendar year of payment of the Hangar Membership fee, the Executive Committee may, at its discretion, revoke the 'Right of Use' corresponding to such site and the member shall forgo the Right of Use attached to such site. In this event the Hangar Membership shall be considered to have been relinquished in terms of Appendix A Rule 1.9.1.
- 1.6. Where the 'Right of Use' to any site is granted to more than one person, one right holder shall be designated as the 'Primary Right Holder', but the names of all members must appear on the Right of Use Certificate issued by the Executive Committee.
- 1.7. Only Hangar Members in good standing shall have the right to erect hangars at Morningstar Airfield on a site allocated for such purpose by the Executive Committee.
- 1.8. Hangar Membership and/or the 'Right of Use' of any site shall not confer any ownership or security of tenure over such site by the Hangar Member and neither shall in any

circumstances be transferable to any other party. Any rights of ownership that may arise are limited to the moveable structure on such site.

## 1.9. Relinquishing of Hangar Membership and Right of Use

### 1.9.1. Undeveloped Sites

No Hangar Member shall in respect of any undeveloped site in any way dispose of, transfer or cede any of the rights attached thereto to any other party. In the event that a Hangar Member elects to forego the right to erect a hangar structure on the corresponding undeveloped site, then the MFC shall refund the original purchase price paid by such Hangar Member for Hangar Membership on full settlement of any outstanding levies or other amounts owed by such Hangar Member and only in cases where the site is undeveloped.

### 1.9.2. Developed Sites

- 1.9.2.1. A Hangar Member may only dispose of or sell a hangar structure, whether partially or fully developed, to another Hangar Member who, in order to be issued with a Right of Use Certificate for such site, must first purchase a Hangar Membership from the MFC at the price set from time to time by the Executive Committee applicable at the time the Hangar Membership for the specific site is being purchased.
- 1.9.2.2. In the event that a Hangar Member elects to forego the Right of Use issued by MFC in respect of a developed site, and sell or otherwise transfer the ownership of the moveable structure erected on such a site to an incoming Hangar Member in terms of this Appendix A Rule 1.9.2.1 above, the outgoing Hangar Member shall not be entitled to any refund of the original amount paid by such Hangar Member for Hangar Membership.
- 1.9.2.3. A new Right of Use certificate shall be issued to the incoming Hangar Member only once full payment of the Hangar Membership fee by the incoming Hangar Member has been received by MFC.

## 2. RIGHT OF USE LEVIES AND SERVICE CHARGES

- 2.1. A Right of Use Levy based on a Hangar Member's Right of Use area plus additional service charges for electricity usage or any other applicable service ("Levies and Charges") levied by the Club shall be payable by the Hangar Member on a quarterly basis or such period deemed necessary by the Committee.
- 2.2. The Hangar Member, and where applicable, the 'Primary Right Holder' shall be responsible for the payment to the Club of all Levies and Charges.
- 2.3. A Hangar Member's Right of Use Levy shall be determined in accordance with the following:
  - 2.3.1. In the first 12 months following the payment of the once off Hangar Membership in respect of an undeveloped site: 25% of the full Right of Use Levy as determined by the Executive Committee from time to time.
  - 2.3.2. For every month following the first 12 months as per Appendix A Rule 2.3.1 above, or where a Hangar Membership is acquired on an already developed site, for every month after the Hangar Membership is acquired: 100% of the Right of Use Levy as determined by the Executive Committee from time to time.
  - 2.3.3. It should be noted that the reduced Right of Use Levy payable during the first 12 months of Hangar Membership is intended to allow the Hangar Member sufficient time to obtain approved plans and attain substantial completion of a hangar

structure. In the event that planning approvals are frozen by the Local Authority for a period, or where the Executive Committee suspends the commencement of hangar construction on the Airfield for any period, the Executive Committee may, at its discretion extend the 12 month period on a fair and equitable basis to Hangar Members so affected.

- 2.4. MFC shall, in addition to the Right of Use Levy, charge each Hangar Member monthly service charge in respect of the usage and availability of electricity and other services as may be applicable from time to time. The Club reserves the right to set the payment intervals for these charges at intervals longer than monthly.
- 2.5. Failure to pay the Levies and Charges within 90 days of due date shall result in immediate suspension of membership of the Club as well as the suspension of the 'Right of Use' of any site. The suspended member shall be denied access to the MFC and the use of any hangar until such time as the outstanding Levies and Charges are paid in full. Furthermore, penalties for late payment shall be due, calculated at 10% of the outstanding amount for each month that the account is overdue. If payment is not received by the Club of all outstanding amounts plus penalties within a further 30 days, membership of the Club as well as any Right of Use shall be terminated and the MFC shall have the right to attach any fixed assets remaining on the site which shall then be sold via an auction to be instituted by the Executive Committee. The outstanding amount due plus any costs incurred in the act of disposal of the assets shall be deducted from the proceeds of the sale. Thereafter any remaining proceeds of the sale shall be paid to the original holder of the said 'Right of Use'.

### 3. RIGHT OF USE CERTIFICATE

- 3.1. A Right of Use Certificate will be issued by the Executive Committee of the Club to a Hangar Member once all the relevant provisions of Appendices A and B to the Rules have been complied with and the hangar has reached substantial completion (defined as a hangar structure with a roof and three enclosed sides).
- 3.2. Other than provided for in this Appendix A Rule 1.3.1, a Right of Use Certificate is not transferable between members and can only be issued by the Executive Committee to a Hangar Member in respect of the site corresponding to such Hangar Membership.
- 3.3. Where a number of Members share a Hangar Membership corresponding to a particular site, then the names of all the members must appear on the Right of Use Certificate, together with their respective share in the Hangar Membership.
- 3.4. In the event that there is a change in membership to an existing Right of Use Certificate that has been issued by the Executive Committee and the certificate is held by multiple members, then a pro-rata portion of the Hangar Membership fee applicable at the time the change takes place will be charged to the incoming Hangar Member. The pro-rata portion will be calculated based on the incoming Hangar Member's share of the Hangar Membership.

## APPENDIX B - HANGAR CONSTRUCTION

No construction may take place before the member has signed acceptance of the conditions pertaining to hangar construction as contained in this Appendix B to the Rules of the Club for the construction of hangars as set out below:

- 1 - PROCEDURE FOR APPROVAL & ERECTION OF HANGAR STRUCTURES
- 2 - HANGAR CONSTRUCTION
- 3 - TIMETABLE FOR ERECTION OF HANGARS

Acknowledgement of the above:

I (Hangar Member):.....

of Site Number:.....

having read this Appendix B hereby undertake to abide by the terms and rules contained herein:

Signed at ..... on Date:.....

Signature\_\_\_\_\_

Witness\_\_\_\_\_

Name:

## 1. PROCEDURE FOR APPROVAL & ERECTION OF HANGAR STRUCTURES

- 1.1. Only structures suitable for the safe accommodation of aircraft may be erected on any site. Such structures shall be constructed of non-flammable material only and shall comply with all Local Authority bye-laws and all conditions as set out in the letter of approval from the Local Authority.
- 1.2. A copy of the drawings (plans) of any proposed structure shall be submitted by the Hangar Member to the Executive Committee Member for Airfield Planning prior to their submission to the Local Authority. Only once the Executive Committee has approved plans may they be submitted to the Local Authority for approval. The Club shall issue the Hangar Member with a Site Development Plan as well as a letter addressed to the Local Authority granting the Hangar Member authorization to submit plans on the particular site for the proposed structure - these documents are to form part of the building approval application to be submitted to the Council. A copy of all these documents shall be retained by MFC for record purposes.
- 1.2. The cost of obtaining any and all approvals required from the Local Authority shall be for the account of the Hangar Member.
- 1.3. Before any work commences on any site, a copy of the plan as approved by the Local Authority must be lodged with the Executive Committee for record purposes and checked for compliance with the original plan as submitted to and approved by the Executive Committee in terms of Appendix B Rule 1.2. If the plan approved by the Local Authority deviates in a material way from that originally approved by the Executive Committee in terms of Appendix B Rule 1.2, no building work is to proceed until either the deviations are approved by the Executive Committee or a revised plan approved by the Executive Committee is re-submitted and approved by the Local Authority.
- 1.5. No construction shall commence on any site until the following have been complied with:
  - 1.5.1. Drawings approved in writing by the Executive Committee and the Local Authority have been lodged with the Executive Committee;
  - 1.5.2. The corresponding Hangar Member has indicated his acceptance of the procedures, terms and conditions relating to the approval and erection of hangars at Morningstar by signing the Procedures and Conditions of Approval and Erection of Hangar Structures at Morningstar Airfield Acceptance Document and lodging the signed document with the Executive Committee Member: Airfield Planning;
  - 1.5.3. The pegged out position of the proposed structure has been inspected and approved by the Executive Committee Member: Airfield Planning;
  - 1.5.4. The water drainage scheme is acceptable and has been approved by the Executive Committee Member: Airfield Planning;
  - 1.5.5. A letter has been issued by the Executive Committee Member: Airfield Planning to the corresponding Hangar Member indicating that all of the requirements in terms of this Appendix B Rules 1.5.1 – 1.5.4 have been complied with and that construction on the site may commence.

## 2. HANGAR CONSTRUCTION

- 2.1. It shall be the responsibility of the Hangar Member to ensure that any construction undertaken at Morningstar by any member, agent or construction team, does not alter, damage, or interfere in any way with the free flow of existing or future storm water reticulation, mains water supply or electrical reticulation, or in any way impede the free flow of vehicular and aircraft traffic.
- 2.2. No construction material or equipment is to be positioned or stored closer than 10m from the edge of any roadway or taxiway.
- 2.3. The Hangar Member shall ensure that portable toilets for construction workers are provided on all hangar construction sites for the duration of the construction period. In addition, the Hangar Member shall ensure that such toilets are emptied on a weekly basis or sooner if required. Such toilets may be shared by arrangement with other Hangar Members if approved by the Executive Committee in writing.
- 2.4. Construction workers may not wander around the airfield and it shall be the Hangar Member's responsibility to ensure that they remain on the designated hangar construction site.
- 2.5. The use of electricity from the Club's electrical supply for construction purposes is not permitted unless the Hangar Member ensures there is an electricity meter connected to the supply for the purposes of determining electricity consumed and charged for by the Club. Failing that a Hangar Members and their contractors are to supply their own electrical generators for this purpose.
- 2.6. Construction crews are not permitted elsewhere on the Morningstar Airfield premises under any circumstances without the written permission of a member of the Executive Committee, Construction crews are not permitted to use any of the Club's facilities, including the clubhouse.
- 2.7. No construction work is to take place over weekends or on public holidays without the written approval of a member of the Executive Committee.
- 2.8. No hangar structure may exceed 7m in height, measured vertically from natural ground level on the site to the highest point on the hangar roof.
- 2.9. No septic tanks may be used at Morningstar – all sewage (black water) shall be retained in a readily accessible approved conservancy tank in accordance with the approved Local Authority requirements and shall, at the members expense, be maintained and emptied on a regular basis.
- 2.10. Hangar Members shall ensure that all roof rain water and side-space storm water is channelled in an acceptable manner approved by the Executive Committee Member: Airfield Planning in terms of Clause 1.5.3 above, to the nearest site storm water reticulation system, storm water sump or channel.
- 2.11. Hangar Members shall be responsible for ensuring that all builders' rubble/waste material is removed from site on a regular basis during construction and that none remains after completion of construction.
- 2.12. Electrical

2.12.1. Electrical Connections: The electrical supply to each hangar shall be limited to 25 Amps. The installation of this supply shall be to a junction box/meter affixed to the rear of the hangar structure. The Club's approved electrical contractors shall only undertake such work and the cost thereof shall be borne by the Hangar Member. Hangar Members shall connect to this supply point at their own cost. Hangar Members are to contact the Morningstar Airfield Manager to arrange for this installation.

## 2.13. Water

2.13.1. Water Supply: Hangar Members shall connect a 15mm 'Polycop' supply from their hangar to the closest existing MFC water mains connection point adjacent to their hangar. Water use shall be strictly controlled and irrigation of surrounding lawns shall be limited to a maximum of 15 minutes per day per hangar.

2.13.2. Water Drainage: Hangar Members shall ensure that all roof rain water and side-space storm water is channelled in a manner acceptable and approved by the Executive Committee Member: Airfield Planning in terms of Clause 1.5.4 above, to the nearest site storm water reticulation system, storm water sump or channel. In this respect, roof rain water shall be collected and directed towards the closest storm water channel/reticulation system in a controlled fashion (preferably in open surface concrete channels). Water shall not be permitted to flow onto any taxiway. Gutters shall be mandatory for roofs with overhanging eaves.

2.14. The Hangar member accepts that the Club from time-to-time will charge a Right of Use Levy and other usage and availability levies and service charges. See Appendix A to the Rules of the Club.

## 3. TIMETABLE for ERECTION OF HANGARS

- 3.1. Hangar Members shall submit building plans to the Local Authority (Council) for planning approval within 3 months of date of payment of Hangar Membership for the applicable site.
- 3.2. Hangar Members shall complete the construction of the hangar as approved by Council within 12 months of date of payment of Hangar Membership for the applicable site.
- 3.3 Members who cannot meet these requirements may submit a motivation for a request for extensions to these periods. Such extensions shall only be valid where granted in writing by the MFC Executive Committee.



# APPENDIX C - COMMERCIAL RIGHT OF USE RULES AND OPERATIONAL REGULATIONS

## 1. INTRODUCTION

The commercial enterprises that operate from the Club premises will be subject to the following Rules:

- 1.1. Only commercial operations that offer aviation related services and products plus the Clubhouse catering are allowed on the Club's leased premises.
- 1.2. Any commercial business operating on the club's premises is expected to conduct business in a legal, ethical, non-discriminatory and fair manner.
- 1.3. Such operations are required to respect the unique position afforded them to operate on the premises of a sports and recreational club and will recognise that in all instances the interests of Club Members take precedence over the needs of such operations.
- 1.4. Commercial operations may not operate to the detriment of the Club, its members nor the environment.
- 1.5. All commercial businesses shall ensure they hold public liability and risk insurance acceptable to the Club and that such cover protects the Club in the event of a claim against the CROU holder.
- 1.6. Any commercial business operating on the Clubs' premises is required to sign a CROU to operate or to continue to operate on the Club premises.
- 1.7. Every CROU shall be for an initial period of 12 months and automatically renewed annually thereafter subject to the provision of 6 months notice by either side to cancel. However, should the CROU be in breach and not rectify such breach within 30 days of notice of such breach the CROU may be cancelled at the end of the notice period.
- 1.8. The Club accepts no liability for these operations and members utilise these services at their own risk.

## 2. APPROVED MAINTENANCE OPERATION ("AMO")

Any AMO registered with the South African Civil Aviation Authority ("SACAA") that currently operates or seeks to operate from the Club's premises is required to abide by the following Rules:

- 2.1. It will be compliant with all applicable CATS, CARS and other SACAA regulations at all times.
- 2.2. Ensure it is compliant with any applicable City of Cape Town regulations pertaining to businesses operating within the Metro area including payment of City rates and taxes.
- 2.3. Maintain compliance with Club Rules at all times.
- 2.4. In particular, maintain compliance with any environmental regulations applicable to its operations and shall abide by the Club's approved Environmental Plan at all times.
- 2.5. Be tax compliant with SA Revenue Service.
- 2.6. The AMO shall ensure it holds public liability and risk insurance for an amount satisfactory to the Committee, which shall cover accidents caused by fire, damage to nearby hangars and injury or death to persons. Proof of such insurance is to be provided to the Committee.

- 2.7. The AMO shall indemnify the Club against any liability claims arising from their commercial operations and/or presence on the airfield.
- 2.8. Shall conduct its business so as to minimise interference and disruptions to Members enjoyment of Club facilities.
- 2.9. All non-member clients and staff vehicles are required to park in the Visitors' Car Park outside the active side of the airfield.
- 2.10. Keep taxiways clear of parked aircraft so as not to restrict free movement of members' aircraft and motor vehicles.
- 2.11. Visiting aircraft may land at the airfield to be serviced at the AMO, subject to Club rules pertaining to the runway weight limit.
- 2.12. The AMO may not use the Members' Clubhouse to conduct business, except by prior application in writing to the Committee.
- 2.13. The AMO shall maintain the area it occupies in a clean and orderly manner.
- 2.14. The AMO will pay its CROU Levy upon receipt of invoice.
- 2.15. If, in the opinion of the Committee, the CROU holder is in breach of any of these terms it shall be notified in writing by the Club and further shall be granted 30 days to rectify the problem failing which it shall lose its CROU and will be required to vacate the premises within 3-months.

### **3. NTCA MAINTENANCE OPERATIONS**

- 3.1. The Club is supportive of allowing qualified Aero Club registered Approved Persons and other acceptable Aircraft Technicians access to the Club to conduct maintenance of members' non-type certified aircraft.
- 3.2. All such service providers will be compliant with applicable CATS, CARS and other SACAA regulations at all times.
- 3.3. If an AP or technician wishes to offer such services to members he/she must register with the Club as a Service Provider and acceptance of such registration shall be at the absolute discretion of the Committee.
- 3.4. Registered service providers shall sign an indemnity that indemnifies and holds the Club harmless from any work or activity carried out by the Service Provider whilst on the airfield.
- 3.5. Registered Service Providers will be allowed gate access onto the active side of the airfield from 08h00 to 17h00 or later by arrangement.
- 3.6. All Service Providers are required to acquaint themselves with the Rules of the Club and to sign an acknowledgement that they have done so and to abide by the Rules when visiting the airfield.
- 3.7. Service Providers may conduct their work in client hangars as required when serving client aircraft.

## 4. FUEL DISTRIBUTION

- 4.1. The holder of a fuel distribution CROU shall have the exclusive right to sell Avgas and petrol from the designated fuel distribution site.
- 4.2. The designated fuel distribution site remains under the control of the Club and the CROU holder has no business rights other than to distribute fuel to aircraft.
- 4.3. The CROU holder may install equipment and improve the site to enable it to conduct its fuel sale business and such equipment installed shall remain the property of the CROU holder.
- 4.4. The CROU holder shall ensure it is compliant with applicable CATS, CARS and other SACAA regulations pertaining to fuel distribution at all times.
- 4.5. The Fuel CROU holder shall comply with applicable fire regulations and shall obtain a certificate of compliance from the fire department and lodge this with the Club.
- 4.6. The Fuel CROU holder shall ensure it holds public liability and all risks insurance for an amount acceptable to the Committee to cover accidents caused by fire; fuel or oil spillage; damage to aircraft, vehicles and nearby hangars; and injury or death to persons. Proof of such insurance to be provided to the Club.
- 4.7. The Fuel CROU holder shall indemnify the Club against any liability claims arising from their commercial operations and/or presence on the airfield.
- 4.8. The CROU holder shall ensure it is compliant with any applicable City of Cape Town building and other regulations pertaining to a fuel distribution businesses operating within the Metro area including payment of City rates and taxes.
- 4.9. Maintain compliance with Club Rules at all times.
- 4.10 In particular, the CROU holder will comply with any environmental regulations applicable to its operations and shall abide by the Club's approved Environmental Plan at all times. Furthermore it shall keep and maintain the necessary equipment, as required, to deal with fuel spills.
- 4.11. Be tax compliant with SA Revenue Service.
- 4.12. The Fuel CROU acknowledges that fuel dispensing at Morningstar Airfield is primarily for the benefit of Members' aircraft and the refuelling of aircraft shall take precedence at all times unless agreed to otherwise by the member concerned.
- 4.13. Visiting aircraft may land (subject to Club rules pertaining to the runway weight limit) at the airfield to uplift fuel.
- 4.14. There shall be no dispensing of fuel to motor vehicles or into storage tanks, drums and the like on the active side of the airfield unless the customer is a member pilot operating an aircraft or prior permission has been obtained in writing from the Committee for a bulk uplift by a visiting non-member customer. There will be no sales of fuel to walk-in non-member customers allowed.
- 4.15. Fuel dispensing opening hours shall be at the discretion of the CROU but they shall be required to offer a reasonable daily operating time Monday to Saturday with a shorter time

on a Sunday permissible. The operator shall advise members of its opening time changes at least 2 weeks in advance of such a change.

- 4.16. The Fuel CROU holder shall keep the site clean and in good order at all times.
- 4.17. May not use the Members' Clubhouse to conduct business, except by prior application in writing to the Committee.
- 4.18. If, in the opinion of the Committee, the Fuel CROU holder is in breach of any of these terms it shall be notified in writing and shall be granted 30 days to rectify the problem failing which it shall lose its CROU and will be required to vacate the premises.

## **5. FLIGHT TRAINING OPERATIONS ("FTO")**

- 5.1. The holder of a FTO CROU has the right to offer flight-training services on the airfield.
- 5.2. The FTO CROU holder may install equipment and improve its allocated site to enable it to conduct its business and such equipment installed shall remain the property of the CROU holder.
- 5.3. The FTO CROU holder shall hold a current Approved Training Organisation Certificate and ensure it is compliant with applicable CATS, CARS and other SACAA regulations at all times.
- 5.4. The FTO CROU holder shall comply with applicable fire regulations and shall obtain a certificate of compliance from the fire department and lodge this with the Club.
- 5.5. The FTO CROU holder shall ensure it holds public liability and risk insurance for an amount acceptable to the Committee, which shall cover accidents caused by fire, damage to nearby hangars and injury or death to persons and proof of such insurance shall be provided to the Club by the CROU within 7-days of a request for such certificate by the Committee.
- 5.6. The CROU holder shall ensure it is compliant with any applicable City of Cape Town building and other regulations pertaining to its business including payment of City rates and taxes.
- 5.7. Maintain compliance with Club Rules at all times.
- 5.8. Maintain environmental compliance in accordance with the Club's environmental plan.
- 5.9. Shall be tax compliant with SA Revenue Service.
- 5.10. May not use the Members' Clubhouse to conduct business, except by prior application in writing to the Committee.
- 5.11. The FTO agrees that the airfield is primarily for the use and enjoyment of members and that it shall endeavour to minimise any disruptions its operations may cause to members. It shall be the absolute right of the Committee to impose operating rules to enforce this should it consider the FTO is not adhering to this requirement.
- 5.12. All customers of the FTO undertaking ab initio instruction or subsequent advance training are required to become Student Members under the following terms:
  - i. They shall not pay the club-joining fee;

- ii. They are required to pay the annual flying member subscription as set by the Committee from time-to-time.
  - iii. A Student Member shall be nominated by a FTO representative and seconded by a designated Committee member and subject to the usual rules for membership as laid down in the Club Constitution.
- 5.13. A non-member exiting pilot seeking advanced training of a temporary nature (requiring less than 1-months training), such as IF renewals, type conversions, CPL renewal and PPL renewal, etc. shall not be required to become a member but shall pay a service fee to the Club to be determined by the Committee for use of the Club facilities.
- 5.14. FTO's shall provide to the Committee Membership member the following information on a monthly basis by the 7<sup>th</sup> of the following month:
- i. Total Flight hours for the month;
  - ii. Total number of students on book at month end;
  - iii. A reconciliation of student membership applications received and subscriptions paid to the Club;
  - iv. Students achieving their pilot licence;
  - v. Accidents and incidents
- 5.15. The FTO safety officer shall work closely with the Club Safety Officer to ensure flight operation safety is maintained at the airfield.
- 5.16. The Committee may impose any rule it considers necessary to maintain safety and operational standards at the airfield but shall give prior notice of changes to the FTO.
- 5.17. The Club is supportive of hire and fly operations by FTO's subject to the following:
- i. Any person hiring an aircraft from an ATO must be a Flying Member of the Club;
  - ii. Save that non-resident visiting pilots, such as overseas pilots visiting the Country, may become a Country Member if their intended stay is less than one month.
  - iii. Hire and fly is only for personal use of the pilot hiring and not for gain or charter operations.

## **6. CLUBHOUSE CATERING**

- 6.1. The club may grant an approved operator a CROU to provide catering services to members.
- 6.2. The Club reserves the right to allow other food vendors to operate on the Club premises during special events arranged by the Club.
- 6.3. Such catering services to be conducted from the Clubhouse and may use the Club kitchen and catering equipment plus the tables and chairs provided.
- 6.4. The catering operator shall be responsible for providing ingredients, preparing and serving the food to members and their guests.
- 6.5. The catering operator may charge for this service but such charge to be reasonable with regard to comparable restaurants of a similar nature.

- 6.6. The catering operator may serve alcohol under the Club Liquor Licence but must abide by the relevant laws in that regard. Failure to do so may result in the Club losing its Liquor Licence in which case the Catering CROU shall be held responsible for any costs the Club may incur in the way of fines and reapplying for the licence.
  - 6.7. All food preparation and serving shall be done under the best possible health and safety conditions that meet the requirements of City regulations.
  - 6.8. The catering operator is required to provide its own staff and shall be responsible for their remuneration and terms of service. The Club accepts no liability for such staff.
  - 6.9. At a minimum food shall be served Tuesday to Friday 09h00 to 15h00, Saturday 08h00 to 15h00 and Sunday 08h30 to 14h00.
  - 6.10. The catering operator will not be charged a CROU levy nor for water and electricity usage but all other costs pursuant to their business will be for their own account.
-