

# **Central Hawke's Bay Aero Club (Inc.)**

## **BY-LAWS AND REGULATIONS**

AS AT 18TH DECEMBER 2003

Affix to inside cover of Log Book

## **By-Laws and Regulations**

### **Preamble**

1. The interpretation and administration of these by-laws and any hereafter issued shall rest entirely with the Committee, whose decision thereon shall be absolutely final.
2. The Committee may amend, alter, add to or revoke any of these by-laws as may from time to time be considered advisable.
3. On any breach of the by-laws being reported to and confirmed by the Committee the offending person shall be liable to immediate disqualification from using the Clubs aircraft or other facilities for such time as the Committee thinks fit.

### **Administration**

4. The Chief Flying Instructor, or any other person indicated by the Committee is responsible (subject to the orders of the Committee) for the maintenance of discipline on the Aerodrome and all Members shall obey his/her instructions. Members introducing or bringing non-members to the Aerodrome or other premises of the Club shall be responsible for their complying with all by-laws, regulations and instructions.
5. Any person causing loss or damage to the Club or its property or equipment through failure to observe and comply with the Rules, By-laws, or Regulations of the Club, or the directions or orders of officials of the Club, shall be fully liable therefore and may be liable in any other event.
6. An Instructor may at any time refuse to allow any person to fly in the aircraft of the Club as pilot or passenger. Any such person who is a Member may lodge a written appeal in accordance with the clubs disputes policy.
7. All pilots shall at all times conform to the Civil Aviation Act and Regulations, NOTAMS and such local flying regulations as are in force.

### **Flying Rules**

8. Any person joining the Club may be required to have such period of check dual as an Instructor shall think necessary, and no such person shall fly a Club aircraft without the prior approval of an Instructor.
9. Any pilot who has not flown during the previous two months MAY be required to take a dual check. All pilots shall be required to take a dual check every two years.
10. Low flying is not permitted. Pilots at all times must keep not less than 500 feet above the ground except in the circuit. Student pilots shall keep not less than

1000 feet above the nearest ground or such greater height as an Instructor shall require.

11. Except with the prior consent of an Instructor no pilot shall land a Club aircraft on a private or unlicensed airfield.
12. An Instructor may, if he/she thinks fit, require any Member who is undertaking aerobatics to have dual instruction or tests in aerobatics before granting such permission. Aerobatics shall be carried out at such a height as will allow them to be finished at no less than 3000 feet above the nearest ground.  
"Aerobatics" shall include looping, rolling, half-rolls, stall turns, clover leaf and other manoeuvres outside normal flying turns and sideslips.
13. No Member shall attempt or practice in Club aircraft any advanced flying without prior permission of an Instructor. "Advanced Flying" shall include turns near the ground, forced landings, low flying, power failure on take-off and other similar manoeuvres.

#### **Hire of Aircraft (a) - Cross-Country Flights**

14. Bookings for cross-country flights are to be made through the Club Captain.
15. Pilots must obtain a route forecast for the proposed flight.
16. All cross-country flights must be cleared by an Instructor.
17. Any voluntary deviation involving a landing made at any place other than those specified in the Flight Authorisation shall be immediately reported to the Instructor in addition to any other action which must be taken pursuant to the Civil Aviation Act or regulations.
18. During the absence of the aircraft from the Club Aerodrome the hirer shall not leave the aircraft unattended unless all proper precautions have been taken to safeguard it from damage or interference.
19. Members hiring Club aircraft are not permitted to sub-let or hire the aircraft to any other pilot without permission from the Instructor.

#### **General (b) - Applicable in all cases**

20. No Member may hire an aircraft for local flying for more than half an hour at a time if it is required by another Member. Longer periods may be allowed if time permits.
21. No person shall use the Clubs aircraft for carrying passengers for hire or reward.
22. Non-Member pilots shall be entitled to hire the Clubs aircraft only if authorised by the Instructor.
23. The hirer shall comply with any instructions issued by the Club or any of its officials in respect of the aircraft.

24. The Club shall be entitled at any time to cancel any permission given and to order the hirer to return or to hand over the aircraft to any other person.
25. The hirer shall at all times comply with all requirements of the Civil Aviation Act and Regulations and any amendments thereto and shall ensure that he/she has the appropriate current license.
26. The hirer shall be responsible for the proper care of the aircraft during the period of hiring.
27. Any pilot flying a Club aircraft who notices any irregularity, defect or other matter which may affect the safety of the aircraft shall immediately report the same to an Instructor or Club Captain.
28. The hirer shall keep an accurate log of the flying times.
29. In the event of any accident or damage to the aircraft during the period of hiring, the hirer may be liable for and shall pay to the Club on demand, the full cost of overhauls, repairs or replacements, that in the opinion of the Committee of the Club are the responsibility of the hirer, together with any expense incurred by the Club in connection therewith.
30. All persons hiring aircraft may be held responsible for any expense of transporting the aircraft back to the Aerodrome in the case of any landing, forced or voluntary, outside the Aerodrome.
31. The hirer shall accept all responsibility for all damage done by the aircraft during the period of hiring and shall be solely responsible for all third party risks in relation thereto, and shall indemnify the Club against all claims, actions, costs, charges and expenses in relation to any such damage and injury to third parties.
32. The Club and its officials, servants and agents shall be in no way responsible for any damage or accident suffered by the hirer during the period of hiring and the hiring of the aircraft by the Club implies no guarantee or warranty of any kind as to its fitness or safety for the purpose of the flight.
33. Any deposit paid by the hirer may be appropriated by the Club as a fine in the event of any breach of by the hirer of any by-laws of the Club during the period of hiring or towards any sum payable by the hirer under the by-laws of the Club governing hiring of the aircraft.
34. All log books and licenses must be produced on demand.
35. The fees for the hire of the aircraft shall be fixed by the Committee from time to time.
36. The Club accepts no responsibility for the injury or damage sustained by Members of the Club hiring or flying as passengers therein for solo, passenger or instruction flights, or damage or injury to Members or their property while on the Aerodrome, or damage to third parties, or for any such damage or injury to the person, or property of any person flying the Club

machines, or on the Clubs premises or the Aerodrome. Every Member of the Club or person entering in or on the property owned or operated by the Club shall be deemed to have made the following agreement described as "Agreement" as though the agreement had in actual fact been in writing and signed by the party, and will be bound by it at all times.

# Agreement

I

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(Full name)

Of

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Full postal address)

In consideration of the Central Hawke's Bay Aero Club Incorporated permitting me at my own risk against all casualties, loss and damage at any time or times to enter upon and remain upon the Clubs land or property and any buildings thereon and to take control of or take part in any flight or flights in an aircraft owned or operated by or on behalf of the said Club whether as pilot, pupil, passenger or otherwise howsoever.

I DO HEREBY AGREE with the club for myself and my personal representatives and next-of-kin that such entering on or remaining on the Clubs property or taking such flight or flights is and shall be at my own sole risk against all casualties, loss and damage to myself and my property and that of any other person or persons and that I accept all risks of every kind no matter how caused and I do hereby release and discharge the Club, its pilots, servants, agents and members and indemnify it and them of and from all actions, claims and demands of every nature and kind whatsoever including but without limitation claims under any Act or Regulation or at common law which I or my personal representatives or my next-of-kin or any other person or persons aforesaid or any of them may now or may or can at any time hereafter have against the said Club itself, its pilots, servants, agents or Members or any of them for or on account of any loss, damage or injury to person or property while upon the Clubs property or so flying and whether in or on any such property or aircraft or getting to or from into or off or in or out thereof or in any manner in connection with or in consequence of any flight or flights and whether any such loss, damage or injury be caused by negligence, default or misconduct of the Club itself, its servants, agents, Members, fellow passengers, persons sending dangerous goods by any such aircraft or having access to any such property or aircraft or otherwise howsoever.

I acknowledge that I have read and understood the effect of the above By-laws and Regulations and agree to abide by, and be bound by them.

Signed by the said

\_\_\_\_\_  
(Full Name)

Of \_\_\_\_\_

(Full postal address)

On

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_