

SPORT AIRCRAFT BUILDERS CLUB OF WA INC.

BY-LAWS

As Amended June 30 2019

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CLUB BY LAWS

These By Laws are pursuant to section 27 of the Sport Aircraft Builders Club of WA Inc (SABC) Rules and are referred to as the Club By Laws. To avoid doubt, if any meaning or interpretation of these Club By Laws is inconsistent with a meaning or interpretation in the SABC Rules, then the meaning or interpretation in the Rules will prevail.

1. AIRFIELD & EQUIPMENT

1.1 Use of the Airfield

- 1.1.1 The Airfield shall be known as Serpentine Airfield.
- 1.1.2 The operation of the airfield will be in accordance with the constitutional aims of the SABC and be administered by the elected Executive and Committee of the Club.
- 1.1.3 Subject to By Law 2.1.1, financial Members of SABC have automatic approval to make use of Serpentine Airfield and its facilities in accordance with their respective membership rights.
- 1.1.4 The SABC reserves the right to restrict the use of Serpentine Airfield and facilities to aircraft deemed suitable by the Committee. Suitability will be determined by, but not limited to, such things as: tyre pressure and undercarriage dimensions, pavement strength considerations and aircraft characteristics and limitations generally.
- 1.1.5 Aircraft operating from Serpentine Airfield shall do so in a safe and courteous manner.
- 1.1.6 Visiting aircraft are welcome on nominated Club Flying Days, or other occasions specifically approved by the Committee without prior permission for not exceeding one day. Trailerable aircraft, groups, organizations or individuals who wish to use the airfield are required to obtain permission from the Committee.
- 1.1.7 In keeping with constitutional aims and the SABC Head Lease, commercial activity is not permitted to be carried out from or on Serpentine Airfield.
- 1.1.8 The SABC requires all owners and pilots of aircraft based at or operating from the airfield to abide by these By Laws.
- 1.1.9 Aircraft operating from Serpentine Airfield will do so in accordance with noise abatement procedures and limitations as laid down from time to time by the Committee.
- 1.1.10 A Duty Pilot may be appointed for a day or an event, to assist in safe operations.
- 1.1.11 For noise abatement, low level circuit operations from Runway 05 are not permitted.

1.2 Airfield Equipment

- 1.2.1 Club machinery and equipment may only be used and operated by Members on the authorized list of operators. Members may be included on the list once they have received appropriate training and demonstrated their competence in its safe use.

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2. AIRCRAFT

2.1 Basing and Operating Aircraft at Serpentine Airfield

- 2.1.1 Only aircraft and projects having current approval may be based at Serpentine Airfield. A full member who wishes to base an aircraft at the airfield shall apply in writing to the committee. The Membership Registrar will maintain a list of aircraft which are approved to be based on the field.
- 2.1.2 Aircraft construction and restoration projects which comply with 2.1.4 are welcome at Serpentine without charge. Approval is not required.
- 2.1.3 The owner of a project which becomes ready to fly shall apply to the committee for approval to base the aircraft at the field.
- 2.1.4 When considering approval for aircraft to be based at Serpentine Airfield, the Committee will ensure that: homebuilt sport aircraft are at least 60% in the majority; commercially built aircraft do not exceed 20% with discretionary power given to the Committee under exceptional circumstances; and other (Warbird, pre-1956 and Unique) aircraft do not exceed 20%. Aircraft based at Serpentine must have a three-axis control system working in the conventional sense (i.e. stick or yoke forward, aircraft descends). Gyroplanes are not permitted to operate at the Airfield.
- 2.1.5 Initial aircraft approval is valid for 12 months. In the event that the aircraft is not based at the field within that period, the approval will lapse unless an extension is applied for and granted by the Committee.
- 2.1.6 Full Members may purchase an aircraft that is already on the Approved List from another Member without seeking re-approval for the aircraft, provided they inform the Membership Registrar in writing of their intentions at the time of purchase.
- 2.1.7 All operators of aircraft or aircraft projects on the Approved List must be Full Members.
- 2.1.8 It is strongly recommended that radios be fitted to all aircraft.
- 2.1.9 All aircraft and projects based at Serpentine shall be hangared.

2.2 Maintaining an Aircraft at Serpentine Airfield

- 2.2.1 If a Member fails to pay fees due or remains un-financial for 6 months, the aircraft or aircraft project approval will lapse. Once the approval has lapsed, the aircraft or aircraft project must be removed from the airfield.
- 2.2.2 Members with aircraft that are not on the approved list are welcome to visit the airfield without prior permission for a period not exceeding one day. Members wishing to keep these aircraft temporarily at Serpentine for longer periods must obtain prior permission from the Committee. A fee may apply.

2.3 Disposing of Aircraft based at Serpentine Airfield

- 2.3.1 Members who sell their approved aircraft or project or remove it from the airfield must inform the Membership Registrar in order to have their aircraft deleted from the approved list.
- 2.3.2 In the case of an aircraft or aircraft project belonging to a Member who dies, a beneficiary of the Member who wishes to continue basing the aircraft or project at Serpentine Airfield, and who is not already a Full Member, should advise the Secretary. The Committee may, pursuant to Clause 8.3 of the SABC Rules, invite the beneficiary to submit a written application for Full Membership. Alternatively, the Member's estate may sell the aircraft or project to an existing Full Member, or otherwise must remove it from the airfield.

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2.4 Aircraft Fees

- 2.4.1 Annual Aircraft fees are payable in full at the start of the Club year for each approved aircraft or aircraft project the Member has on the Approved List.
- 2.4.2 Aircraft fees are also payable in full at the time any aircraft or project is added to the Approved List.
- 2.4.3 Aircraft fees are not refundable.

2.5 Operating Aircraft from Serpentine Airfield

- 2.5.1 Only financial Members of the SABC may conduct regular flying operations from Serpentine Airfield without prior permission.
- 2.5.2 The following aircraft and organizations may be approved to operate from the airfield at specific times and under specific conditions however any aircraft may use the airfield in an emergency:
 - a) Water bomber aircraft operating for the appropriate firefighting authority.
 - b) Aircraft operating for, or on behalf of the Shire of Serpentine-Jarrahdale
 - c) Aircraft operating for, or on behalf of the Royal Flying Doctor Service
 - d) Aircraft operating for, or on behalf of the State Emergency Service
 - e) RAAF
 - f) Police Air Wing
 - g) Model Aircraft

2.6 Flying Training at Serpentine Airfield

- 2.6.1 No Flight School will be permitted to be based at Serpentine Airfield.
- 2.6.2 Any Full Financial member can solicit the services of any licensed instructor or Flying School to conduct their Flight Training, Reviews, Endorsements or Check Flights from or at Serpentine Airfield.
- 2.6.3 By soliciting the services of an instructor under Rule 2.6.3 the member accepts responsibility to establish the qualifications, competence and insurance cover of the Instructor and Flying School.

3. HANGARS

3.1 Allocation of Hangar Sites

- 3.1.1 Hangar sites and Hangars are intended for construction, maintenance, operation and restoration of Aircraft.
- 3.1.2 Members wishing to buy an existing hangar or to build a new hangar on a vacant site must apply in writing to the Committee to be allocated a hangar site. For Members' convenience a form is available from the Club.
- 3.1.3 Eligible Members may be allocated a hangar site. Eligible Members are Members who are financial Full Members in good standing for at least 1 year before their application and have an aircraft or aircraft project on the Club's Approved List, and do not already have an allocated site. Only one site shall be allocated per Full Member.
- 3.1.4 The Committee has the authority to allocate and re-allocate a Hangar site in accordance with these By Laws.
- 3.1.5 In general, sites suitable for a hangar frontage of 12m will be allocated. Other frontages may be considered at the discretion of the Committee.
- 3.1.6 A written agreement between the Member and the Club must be signed before the Committee will give approval for a Member to occupy a site. In this agreement, the Member accepts the By Laws of the Club concerning hangar sites and agrees that if

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the Member remains in contravention of any of the Club By Laws, according to Clause 3 of the Club By Laws the Committee may re-allocate the site and expedite the disposal of improvements.

- 3.1.7 Sub-letting or leasing of hangars is not permitted. However, sharing a hangar and its costs is encouraged, provided all parties comply with the intended use of the hangar. However, the hangar will be listed and treated as occupied by the single Member who signed the agreement, and this Member will be responsible for the actions of the sharing Members in respect of the hangar or site.

3.2 Construction or extension of Hangars

- 3.2.1 Any construction of, alteration to or placement of a portable structure adjacent to a hangar requires approval from the local Authority, Serpentine-Jarrahdale Shire. The Member is responsible for obtaining Shire approval. The Shire will require drawings etc to show compliance with building and health regulations, and will also require a copy of the Committee's letter of approval to the Member.
- 3.2.2 To obtain this letter, the Member must provide the Committee with appropriate drawings of the proposed construction or alteration and must advise the type of materials being used for the construction. Any alteration or deviation from the supplied drawing will require fresh approval from the Shire, and hence also from the Committee.
- 3.2.3 The Member is responsible for obtaining any approval that the Shire requires for the construction, alteration or development of a hangar site and must provide the Committee with copies of such approvals.
- 3.2.4 Hangars and all associated structures must remain within the boundary of the allocated site, must provide the required clearance from any taxiway or adjacent structure, and must not contravene current regulations regarding fire-breaks, electrical supply cables, effluent disposal, and storm water management or any other appropriate regulation.
- 3.2.5 Hangars must be designed and constructed with consideration of neighbouring sites, and parking of vehicles.
- 3.2.6 Once approval for construction or extension of a hangar has been obtained, the work must be completed, and the aircraft or aircraft project specified on the hangar site application must be housed in the hangar within 12 months of the date of Shire approval. Extensions of time may be granted at the discretion of the Committee.

3.3 Contractors

- 3.3.1 If the Member chooses to use a contractor to construct or alter his or her hangar, the Member must obtain from the contractor written evidence of the contractor's public liability insurance. A copy of the public liability insurance, or written assurance that it has been obtained, must be provided to the Secretary.
- 3.3.2 The Member is liable for any damage caused by his or her contractor.
- 3.3.3 The Member is responsible for providing access and directing his or her contractor, without compromising the security of the airfield.

3.4 Maintenance of Hangars and Sites

- 3.4.1 Hangar Sites are intended to be used for housing approved aircraft or aircraft projects. If any approved aircraft or aircraft project is disposed of, the Member must replace it with another approved aircraft or aircraft project, or within 12 months dispose of the hangar site. Members may seek an extension from the Committee.
- 3.4.2 Members must maintain their hangar sites in a tidy state at all times, free of debris, rubbish, building materials and weeds. A cleared area of at least 3 metres wide or

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where appropriate to the midway point between neighbouring hangars and structures must be maintained around all hangars at all times.

- 3.4.3 Members must ensure they do not interfere with a neighbouring site in any way, such as blocking or reducing access to neighbouring sites.

3.5 Disposal of Hangars and Sites

- 3.5.1 A Member wishing to sell his or her hangar and relinquish his or her site must confirm with the Committee that the intended purchaser is eligible. Hangars and sites shall only be allocated to Eligible Members.

- 3.5.2 A Member wishing to relinquish his or her hangar site must either remove any improvements he or she has made or must come to an agreement with a new assignee as to their disposal.

- 3.5.3 In the case of a hangar belonging to a Member who dies, a beneficiary of the Member who wishes to retain the hangar site, and is not already a Full financial Member, should advise the Secretary of his or her wish. The Committee may then invite the Beneficiary to submit a written application for Full Membership. Alternatively, the Member's estate may offer the improvements (hangar) for sale to an Eligible Member or clear the site.

3.6 Re-allocation of a Hangar Site

- 3.6.1 If the hangar owner ceases to be a Member, the hangar site is relinquished. Once an owner ceases to be a Member the Committee may re-allocate the hangar site.

- 3.6.2 The former occupier of the hangar site must dispose of improvements on the site by sale or removal. In the event of failure to dispose of these improvements, after 90 days, the Committee may commence disposal procedures according to law.

3.7 Hangar Lease Fee

- 3.7.1 An annual Lease Fee per hangar site is payable in full at the start of the Club year by the Member allocated that site at the start of the Club year. This Lease Fee entitles the Member to occupy the assigned site while remaining a Member for the duration of the Club Lease on the airfield as extended, amended or renewed from time to time.

3.8 Airfield Maintenance Fees.

- 3.8.1 A non-refundable fee is payable when a Full Member is allocated a hangar site for the first time. These fees are set by the Committee from time to time and a \$50 per year rebate may apply for continuous membership between 5 and 15 years - to a maximum of \$500.

- 3.8.2 For any significant construction, e.g. a new hangar, or extension etc, a refundable deposit is required to cover any damage that might be caused to infrastructure such as taxiways, electrical systems etc. The deposit will be returned upon completion of the construction provided no damage has occurred.

- 3.8.3 The Committee may from time to time impose additional airfield maintenance fees on hangar owners and/or aircraft operators.

3.9 Termination of Lease.

- 3.9.1 In the event of the termination of the Club's lease on the Airfield, the member is responsible for the removal of all improvements from the allocated hangar site at their own expense, unless otherwise agreed by the Committee and the Shire.

4. CARAVAN & ACCOMODATION SITES

4.1 Allocation of caravan sites

- 4.1.1 Except when a caravan is entirely within a hangar, all caravans, trailers, mobile

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homes etc require permission to be kept on the airfield.

4.1.2 Members wishing to obtain a caravan site must apply to the Committee.

4.1.3 Only one caravan site shall be allocated per Member.

4.1.4 Members who sell or purchase caravans or accommodation units must inform the Committee.

4.2 Maintaining a caravan site or accommodation units

4.2.1 Members allocated caravan sites or occupying accommodation units must ensure they are kept tidy and free from debris and flammable material at all times and must not interfere with or impede access to neighbouring hangar or caravan sites.

4.3 Disposing of a caravan site

4.3.1 A member selling a caravan to a member who wishes to retain the caravan on the same site, please note rule 4.1.4 above.

4.3.2 The caravan or any property must be removed from the caravan site before advising the Committee.

4.4 Caravan Site or Accommodation Unit Fees

4.4.1 Site and unit fees are payable in full at the start of the Club year by the Member allocated that site at the start of the Club year.

4.4.2 Site and unit fees are also payable in full at the time a Member is allocated a caravan site or purchases an accommodation unit.

4.4.3 Site and unit fees are not refundable.

4.4.4 The rate of the site or unit Fee will be set each year by the Committee.

5. SPORT AIRCRAFT BUILDERS CLUB MAINTENANCE PTY LTD

5.1 General

5.1.1 The SABC Maintenance Pty Ltd may use the Club's hangar.

5.1.2 The SABC Maintenance Pty Ltd may provide maintenance facilities for aircraft owned and operated by SABC Members only.

5.1.3 The SABC may hangar the Club's aircraft in the Club's hangar.

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6. FEES REGISTER

Valid as at July 2018

New Member Fees: -

(Application for Associate Membership) submitted between:

1st July and 30th September:	\$165.00
1st October and 31st December:	\$125.00
1st January and 31st March:.....	\$85.00
1st April and 30th June:.....	\$45.00
Social Member Subscription.....	\$20.00 per year
Associate Member Subscription:.....	\$165.00 per year
Full Member Subscription:	\$250.00 per year
Upgrade from Associate to Full member:.....	\$100.00 (once off)
Aircraft Fee (By Law 2.4, "Aircraft"):.....	\$120.00 per year
Hangar Lease Fee (By Law 3.7.1):	\$12.00 per year
Hangar Allocation Fee (By Law 3.8.1)	
Small site:	\$2,000.00 (once off)
Large site:	\$2,500.00 (once off)
Hangar construction deposit (By Law 3.8.2):.....	\$500.00
Airfield Maintenance Fee (By Law 3.8.3), based on hangar frontage.....	\$20.00 /meter/yr.
Caravan/Donga site	\$150.00 per year