

OTHERTON AIRFIELD LIMITED



STANDING ORDERS, RULES AND AIRFIELD INFORMATION AUGUST 2018

Introduction and Definitions

1. Otherton Airfield Limited ('the Company') is the airfield operator. This is the company responsible for the maintenance, administration, aviation and all operational aspects of the airfield. The Company is the body that leases Otherton Airfield from the landowner and operates it as an airfield. The Company pays the airfield rent and rates and is solely responsible for **all** communications with the Landowner or South Staffordshire District Council regarding airfield matters. As the 'Airfield Operator' the Company provides administration facilities at the airfield and carries appropriate Public Liability insurance. The Company is the **sole** body to which any airfield-related queries, complaints or litigation threats should be addressed. Any such, communications addressed to the Airfield **must be forwarded to the Company unanswered. Likewise, statements or comments/editorial must not be released to the Press without the Company's prior permission.** The Company has the legal responsibility for the operation of the airfield, the Lease, the Planning Consent, the Section 106 Agreement and the associated Unilateral Agreement.

2. Permission to use Otherton Airfield as a flying base is granted to individuals or groups **by the Company**. This is subject to them agreeing to abide by the Airfield Rules and the Company's objective. All recreational pilots and student pilots using Otherton Airfield as a flying base will automatically become Stakeholders Members. Membership of Staffordshire Aero Club is not mandatory. Use of and access to the airfield may be declined by the Company, without reference to any other party, if it deems that it would not be in the best interest of, or a detriment to the other airfield users to permit such use and access.

3. Any club or organisation wishing to use Otherton Airfield must have the permission of the Company.

4. The Flying School provides flight training for future pilots. This is carried out to the CAA approved syllabus for the National Private Pilot's Licence (Microlights) – the NPPL(M). The Flying School is based at the airfield with the permission of the Company.

5. Staffordshire Aero Club ('the Club') is a resident Club at Otherton Airfield. The object of the Club is to 'Encourage interest in flying and arrange social events'. The Club has no commercial interests at Otherton Airfield, either as a business or a co-operative. The only exceptions to the latter are the sale of Club regalia or fundraising events in the form of Fly-Ins or open days etc. Membership of the Club

does not grant or convey **any** rights to use Otherton Airfield. Those rights are granted and conveyed **solely by the Company**

The Club also provides the social and fellowship aviation activity support to the airfield with the prior permission of the Company. Members meet every first Thursday in the month starting at 20.30 hrs. Essentially these are social evenings but are also useful for sharing information. Guest speakers and film shows are frequently arranged. You are welcome to bring family and friends to the club meetings.

6. Airfield flying events are organised either by the Company or the Club committee with the prior permission of the Company. These are organised several times each year. These often take the form of themed “Fly-ins” encouraging pilots from other clubs to visit Otherton.

7. The Club currently owns the Clubhouse and the steel container adjacent to the toilet block and is responsible for the upkeep of them from Club funds. Both the Club Committee and the Company see the Clubhouse as a focal point of Otherton Airfield, it functions as an advert to visitors and Club member’s friends and family alike.

8. A ‘Stakeholder Member’ is an individual or organisation that is affected by the activities of Otherton Airfield. They may have direct or indirect interest in Otherton Airfield and may be in contact with the airfield on a daily basis, or just occasionally. A Stakeholder member can be anyone who is a qualified pilot or a student pilot and having the use of a legally flyable aircraft brought to or based at Otherton Airfield. Stakeholder benefits include (but are not restricted to) the possible acquisition of shares in the Company as and when they become available (subject to the provisions of the Shareholder Agreement and the agreement of other shareholders), other concessions (when finances permit) and an opportunity if invited to join the Board of the Company as a Director. Acceptance as a Stakeholder is at the sole discretion of the Company.

Airfield History

During WWII, a large area of land that included the area now occupied by Otherton Airfield was used by the RAF for basic pilot training. It was then known as RAF Penkridge and was established in 1942 as the base for 28 EFTS. Many military pilots learned to fly Tiger Moths until its closure at the end of the war. The old hangars can still be seen to the North side of Otherton. The land reverted to agricultural use until Microlight pilots began using it for out-landings from about 1990.

Today Otherton Airfield has three bi-directional grass runways, the shortest having a declared usable length of 200 meters and the others a little over 300 meters. It is listed in all the UK Aerodrome Guides and appears on the UK Air charts. Other types of aircraft are welcome to use it providing their pilots (and aircraft) can safely handle the small circuits and short runways. Otherton close-in circuit patterns are essential for noise abatement and good public relations. It is very important that all pilots conform to the circuit patterns.

The Flying School has some very experienced Instructors available to guide student pilots through the Pilot training syllabus. The school provides training for Flex-wing and 3-axis control systems and operates suitable aircraft for both. You can use the school's aircraft throughout your training, including solo, or you can provide a suitable dual control aircraft of your own. Locally based Flight Examiners are available for tests and licence re-validations. Inspectors and Check Pilots are also available to conduct annual 'Permit to Fly' renewals. All home built or factory built aircraft that do not come under the Certificate of Airworthiness or single seat deregulated rules must have a valid Permit to Fly issued annually by the CAA, LAA or BMAA in order to operate legally.

Otherton Airfield is not a mandatory radio environment but a radio on 129.825 is sometimes manned. Visiting pilots are welcome but PPR for new visitors **is strongly recommended**.

Airfield Standing Orders

In the interest of safety and good public relations, an aerodrome must have a basic framework of rules. Your permission to store aircraft at Otherton Airfield is subject to your compliance with these rules at all times. We live in an increasingly litigious society so please remember that if you infringe any of these rules, you are solely responsible for the consequences. The rules are for the protection of yourself, others and our valuable planning consent.

Aircraft and Flying

1. All flying activity at Otherton Airfield must be in accordance with the Air Navigation Order and Otherton Airfield rules. Pilots must not exceed the privileges of their pilot's license or the conditions of the aircraft's Permit to Fly. Pilots must be covered by the minimum amount of aviation public liability insurance as set out in the ANO. **Pilots must ensure that their flights are legibly entered in the airfield movement log prior to departure and the log entry completed on the day of return.**

2. Active pilots must maintain and produce evidence when requested, a valid medical, Permit to Fly and a current/valid type rating for the aircraft they intend to fly. Sight of Log Books (aircraft and pilot's) may be requested.
3. Re-fuelling of aircraft is allowed in the area adjacent to the wind sock on the South side of the airfield or in the area in the immediate vicinity of your hangar. **DO NOT SMOKE IN THESE AREAS.** Do not re-fuel aircraft on the main parking area. Do not congest the re-fuelling area with parked aircraft.
4. Do not start an aircraft engine unless it is safe to do so **and not within the confines of a hangar.** Make sure that no one is at risk from the propeller and that the slipstream is not directed at another parked aircraft. Do not start an aircraft engine from outside the cockpit unless the wheels are safely chocked. Aircraft must keep to the apron, taxiways and runways.
5. Carry out your pre-flight checks on the apron, not on the taxiways or runways. Only your final pressure and temperature checks should be made after lining up on the runway.
6. Do not line up on a runway unless the approach path and base legs are clear of landing aircraft. Circuit height is 500ft. The "T" may be incorrectly positioned. **Runway choice is entirely at your discretion, however and in accordance with the ANO, if the majority of other aircraft are using a selected runway, then to avoid conflict, all pilots MUST use that same runway.**
7. Leave the zone at a minimum of 1000ft AGL in an easterly or westerly direction. **DO NOT OVERFLY ANY OF THE "NO FLY AREAS TO THE NORTH OR SOUTH.** These are clearly shown in the flight guides and in the clubhouse. **DO NOT** cross the M6 or the A449 below 1000FT AGL.
8. Join the zone from an easterly or westerly direction only. **DO NOT OVERFLY ANY OF THE "NO FLY AREAS TO THE NORTH OR SOUTH.** Descend "dead side" from 1000ft AGL (QFE) and enter the circuit on crosswind leg at 500ft AGL. Do not overcrowd the circuit and do not land unless the runway is vacant. **A 'land-after' is not permitted at this Airfield.**
9. **Airfield operating hours** are **0800 hrs to 2000 hrs** Monday to Saturday, **0900 hrs to 1700 hrs** on Sundays. You **MUST NOT** take off outside of these hours but you are allowed to land at any time during legal daytime as defined in the ANO. No "touch and go" landings except in an emergency. Do not make short flights at busy times. Do not abuse the afterhours landing concessions by taking off just before closing time and then remaining in the local area.
10. Planning permission restricts the use of the airfield to light aircraft, restricted to a maximum seating capacity of 2 and a maximum all-up weight (MAUW) not exceeding 800 kg.

11. Circuit training is not permitted, other than between the hours of 0900 hrs to 1900 hrs Monday to Saturday **and at no time on a Sunday.**
12. Not more than one light aircraft shall fly in the circuit at any time with the exception that this will not prevent the taking off or landing of a light aircraft undertaking a cross country flight.
13. Not more than two authorised Instructors shall be permitted in the giving of flight instruction.
14. No aerobatics to take place in Otherton Airfield's airspace.
15. No rotor wing, paramotor or powered parachute aircraft shall use the airfield, other than helicopters as required by the emergency services.
16. No commercial operations are permitted at the airfield other than flight training or other aviation related operations with the prior permission of the Company.
17. **DO NOT converse or correspond with the Press or the media regarding flying incidents at Otherton Airfield without prior consultation with a Director of the Company.**

On the Ground

1. **PLEASE DRIVE CONSIDERATELY** and at a speed less than 40mph in the lanes leading to Otherton Airfield. Slow down for horses. Local PR is everyone's responsibility.
2. The **maximum** airfield speed limit is **10 mph.** This applied to **ALL VEHICLES** and not just airfield users. Give way to pedestrians and aircraft.
3. **DO NOT drive or permit ANY vehicle to be driven on taxiways or runways.** Do not drive on any grass areas if the ground is soft or wet. Vehicles are only allowed on the access track, outer perimeter track and designated vehicle parking areas. **Vehicle access to hangars will be closed during periods of very wet weather.** There is a hard standing car park on the North side.
4. **CHILDREN MUST BE SUPERVISED AT ALL TIMES.** You are responsible for anyone you invite to the airfield including making them aware of the risks. Visitors are allowed in the vehicle parking area, the picnic area and the clubhouse. Visitors are not allowed airside unless accompanied by an authorised person.
5. Loose dogs are not allowed on the airfield whilst aviation activities are taking place: keep them on a lead or in a vehicle. **DO NOT** allow your dog to foul public areas. Birds and other wildlife make use of the off-runway areas so please do not endanger them.

6. Smoking is only allowed **OUTSIDE** of any hangar, structure or building or inside a vehicle and well away from aircraft. **DO NOT** throw your cigarette butts on the ground.
7. Crew members must not drink alcohol before flight. No alcohol is to be taken "airside".
8. No flight instruction will be permitted by anyone other than authorised Flying Instructors.
9. The Company must be consulted **before ANY** event is organised at Otherton Airfield.
10. Use of powered models, quads, off road motorcycles or anything else that may be considered noisy or dangerous will only be allowed by special permission from the Company. Drones are not permitted.
11. Firearms or projectile weapons of any kind **MUST NOT** be brought onto Otherton Airfield without special permission of the Company **AND** the landowner. Any form of hunting or trapping of wildlife also requires the special permission of the Company **AND** the landowner. Persons doing so must adhere to all airfield rules and ANOs.
12. Key holders **MUST ENSURE** that if they are the last to leave the site, the inner gate must be securely closed and locked. If there are no vehicles parked in the outer car park (fishermen or horse owners), then the outer gate **MUST ALSO** be securely closed and locked.

Hangar Owners/occupiers

- (1) The Owner/Operator may store the Aircraft in the specified hangar at Otherton Airfield.
- (2) The Owner/Operator will be responsible for storing the Aircraft in a space or area allocated and shall do so insofar as is reasonably possible to avoid obstructing the access or egress of the other Aircraft hangared in the surrounding area.
- (3) The Owner/Occupier will be responsible for ensuring the hangar and surrounding area is maintained in a clean and tidy condition **at all times.** There are no exceptions to this requirement.

The Owner/occupier shall also be responsible for fire prevention in the hangar and surrounding area.

- (a) The structure must comply with our planning rules (painted green or covered in green polythene or cladding)
- (b) Must be kept in good condition so as not to pose a danger to people, aircraft or adjoining structures.
- (c) The Owner/occupier must ensure airfield rules relating to smoking are

complied with.

- (4) Aircraft and any other items stored or left in the hangar or surrounding area by the Owner/Occupier are there entirely at the Owner/Occupiers own risk and that no liability whatsoever shall attach to the Company in respect of any damage loss or injury to the Owner/Occupier or to the Owner/Occupiers invited guests or any of his property or to the Aircraft. The Company or persons trading as the Company are not liable for any economic or consequential losses/liabilities.
- (5) The Owner/Occupier shall maintain at all times a valid Policy of Insurance on the Aircraft to include a minimum Third Party Liability with a minimum sum assured in accordance with current EU requirements. The Owner/Occupier shall provide evidence of valid insurance on request.
- (6)
 - (a) In consideration of the foregoing, the Owner/Operator shall pay to the Company the Ground Rent applicable to the hangar in question and also, if the hangar is the property of the Company, the appropriate level of hangar rental by monthly standing order or 11 times this sum if paid on an annual basis.
 - (b) The Owner/Operator will be responsible for providing their own security systems and locks for the hangar.
 - (c) The Company reserve the right to vary the published storage charges at any time although the Company's intention is only to review these charges if necessary on an annual basis on the 1st April each year.
 - (d) The Owner/Occupier of a hangar structure agrees to continue payments to the Company until the ownership and/or occupancy of the structure is transferred, even if no aircraft is in storage.
 - (e) The Owner/Occupier of a hangar structure agrees to notify the Company **IN ADVANCE** of any proposed transfer of ownership, sub-letting or change in syndicate membership or occupier. To ensure correct billing, transfer of ownership will only be deemed complete on verification and acceptance of the new owner's details by the Company.
 - (f) The Owner of a hangar structure agrees to continue to take responsibility for payments to the Company if another approved user is provided with access and use of the said hangar structure.
 - (g) The Owner/Occupier of a hangar structure agrees to notify the Company **IN ADVANCE** of any intended structural or remedial alterations or building work to any hangar unit occupied or owned, with

details of any plant, equipment or contractors vehicle which may be attending the site and location. This is to ensure that a full briefing can be provided to the Owner/Occupier and subsequently to the contractor of airfield rules and restrictions.

- (7) The Company requires immediate payment of fees when due. In the event that payment is not received on the due date, the Company will levy an administration charge of £25 plus interest of **5%** per month plus VAT (if applicable) on outstanding balances if full payment is not received by the Company **by the 5th of the month following the due date.**
- (8) The Company requires Owner/Occupiers to ensure the hangar and surrounding areas do not fall into any form of disrepair. The Company will request Owner /Occupiers to rectify dilapidations/damage/necessary remedial work should the need arise. Following a period of **two months**, if the request is not complied with, the Company reserves the right to carry out necessary repairs and charge the Owner/Occupier at cost for all work completed on behalf of the Owner/Occupier. The Company will raise an invoice for the costs and if settlement of same is not received within **one month** of the issue date, the Company will take charge of the hangar and assume legal title. We trust that Owners/Occupiers will accept that the airfield is our 'showcase' and that this will not be necessary.
- (9) The Company will consider a hangar to be abandoned if arrears of fees due, extend to a period of three months or more beyond their due date and the Owner/Occupier has not responded to any communications from Otherton Airfield Ltd or provided acceptable reasons for non-payment.
 - (a) Three months' notice of re-possession by the Company will be sent by recorded delivery to the Owner/Occupiers last known address.
 - (b) If no response is received within the three month notice period, the hangar and contents will be deemed to be abandoned and will be under the control, management and title of the Company

Otherton Airfield Limited ('the Company') Company Principles.

OBJECTIVES

The legal requirements of the Company are to manage airfield operations and encourage interest, skill and safe practice in flying. The Company is responsible for

the Lease, the Planning, the Section 106 Agreement and the Unilateral Agreement.

STAKEHOLDERS - AIRFIELD USERS.

(a) Use of the airfield will be open to anyone, with prior permission, who wishes to further the above objective. The minimum age of membership as a pilot will be in accordance with the CAA rules for flight training.

(b) There are three airfield user categories. These are defined below.

(c) Prospective users must be approved by the Company **in advance**. A prospective user who wishes to fly as pilot-in-command from the airfield must confirm that appropriate documentation is current (licence, medical certificate, third party insurance, aircraft permit and that he/she has paid the airfield Use Fee) and that he/she will maintain its currency for as long as he/she wishes to fly as pilot-in-command from the airfield.

(d) Airfield users are free to bring spouses, friends or guests to the airfield without charge. Airfield users are responsible for their own family and friends. The Company cannot be held responsible for any accident.

(e) The Company reserves the right to withhold, withdraw or refuse use of the airfield in the event of serious misconduct in relation to the UK CAA or UK Air Navigation Order/Rules, breach of any rules appertaining to the airfield or any action which is deemed to bring the airfield into disrepute. The ultimate decision to permit continued use vests in the Company and not with any resident Flight School or Club.

(f) It is a condition that aircraft owners/operators should also be a member of the relevant ruling body, such as one or more of the following; B.M.A.A., B.H.P.A., B.B.A.C., B.G.A. or L.A.A. Flying users are required to abide by the UK CAA Air Navigation Order (ANO). Permission to use the airfield will be withdrawn if this is contravened and the matter may be reported to the enforcement department of the CAA. The Company with a legal responsibility for the Lease, Planning Permission, the Section 106 Agreement and the Unilateral Agreement, or approved Instructors have the right to inspect pilot's documents **at any time**.

(g) The Company appoints the Chief Flying Instructor ('CFI') whose is responsible for all flying activities, under mandate from the Company.

STANDING ORDERS AND RULES

The Company shall have the power to adopt and issue further Standing Orders and Rules. Occupiers and users of Otherton Airfield will be advised of any such changes.

FINANCE

With a legal responsibility for the Lease and the continued management of the airfield, all funds raised by or on behalf of the Company will be retained by the Company for that purpose

SECURITY

The airfield has the benefit of a comprehensive CCTV security system with 6 high definition day/night cameras. The recording is continuous and records are maintained for 40 days. In accordance with EU General Data Protection Regulation (GDPR) requirements effective in May 2018, all users of the airfield are reminded that the airfield operators do not share any of these recordings with any party, with the exception of the Police where an incident has been observed/recorded. The acceptance of the Airfield Standing Orders and Rules, in their entirety, is also deemed to be an airfield users acceptance and understanding that movements at the airfield are monitored by CCTV.

DATA PROTECTION

The General Data Protection Regulation is a EU measure that came into force in May 2018. It defines how organisations, businesses and clubs must safeguard personal information collected in the course of their activities. Otherton Airfield Limited ('OAL') uses Airfield Users ('users') information for communication and administration purposes. We are now obliged to explain to you our process for doing so.

OAL holds names, email addresses, postal addresses and telephone numbers of users and details of any aircraft associated with the user concerned where the user has provided this information. Consent to use this information for administration purposes only is necessary for an applicant to be accepted at and to use Otherton Airfield and is notified as such in the Airfield Standing Order & Rules. Users' information is held on a master database for the duration of the users continued use of the airfield and is overseen by our Financial Director. No one else has access to this raw data with the exception of the Directors of OAL. The Financial Director is designated as the Data Protection Officer.

OAL does not share any personal information with any third party without the permission of the user concerned. The only variation to this would be in the case of a court order compelling a disclosure.

Users have the right to a full disclosure of all information held on them by OAL. They have the right to have any inaccurate information corrected. Users have the right to have their information deleted (although this will obviously preclude any future administration by OAL and that may likewise preclude their use of the

airfield). Finally, when users leave the airfield, their personal information will be deleted.

If you have any questions about the OAL data protection policy please contact any of the OAL Directors. You can also contact the Information Commissioner's Office in case of any dispute.

Airfield Charging Structure

Airfields have to generate income in order to pay their rent and rates and to pay expenses incurred in their operation. Otherton Airfield is no exception.

Payments to the Company

The annual User Fee is payable **in full** by anyone operating an aircraft from Otherton Airfield. It is due **in full** on the 1st April. Late payment will incur an administration fee.

Annual hangar ground rent is also payable on the 1st of April but can be paid monthly if required.

Current User Fees, hangar availability and rental charges can be obtained from the Company via e-mail. Please contact us at ops@wendair.com. Fees are usually increased each year in line with the annual Prices Index applicable in April.

The Company has three different categories of airfield user. All Stakeholder members have full access to all of the airfield facilities.

Category 1. Stakeholder Member. Flying.

Open to anyone holding a valid pilots license and/or having access to a legally flyable aircraft based at, or transported to Otherton Airfield.

Stakeholder status will be subject to the Company's rules and require payment of the full User Fee.

Membership of Staffordshire Aero Club is not mandatory but is recommended.

Category 2. Stakeholder Member. Student Pilot

This category is available to anyone having access to a legally flyable aircraft based at Otherton Airfield who does not hold a pilot's license but is completing some training with an approved Instructor based at Otherton Airfield. A student will remain

exempt from paying a User Fee until passing a General Skills Test (a time limit may be imposed).

Membership of Staffordshire Aero Club is not mandatory but is recommended.

Category 3. Non-Stakeholder Member. Hangar Users.

Anyone who owns, or has a share in or access to a hangar, a non-flyable aircraft or stores equipment and who has not paid a User Fee will be deemed to have made a declaration that they will not fly any aircraft from Otherton, which is also based/stored at Otherton, for a period of 12 months or more. Any future application for Stakeholder status will be subject to the Company's approval, rules and payment of the appropriate User Fee. A Category 3 Non-Stakeholder Member will be required to pay an appropriate hangar rent and/or ground rent to the Company.

Any person who has not paid a User Fee, who is found to have flown an aircraft based at Otherton Airfield is in breach of these rules and may be charged a **double** User Fee and/or could face expulsion from the airfield. This is to avoid full paying Members from subsidising those who are attempting to manipulate the process.

Membership of Staffordshire Aero Club is not mandatory but is recommended.

Club Membership is optional but encouraged

The Club subscription is payable at the October meeting. Please see the club web site for details **www.staffordshireaeroclub.com**

Flying School

Prices for instruction are dependent on the aircraft type and whether you are using the schools aircraft or your own. Prices are however very competitive.

Please see the club web site www.staffordshireaeroclub.com or contact the CFI on 07985 575850

Aircraft's Annual Permit to Fly Renewal

Charges will depend on the authorised Inspector you use and if your aircraft is administered by the BMAA or LAA

The current charges and local inspectors can be obtained from the relevant organisation's web sites.

If you are a student pilot thinking of buying your own aircraft, you are strongly advised to discuss it **with an Instructor** before parting with any money. Some aircraft types may not be suitable for you, or your requirements, or may have a history of damage or neglect. Sometimes an apparent "bargain" is advertised but it

can be quite the opposite in reality. For that reason you are strongly advised to engage a qualified Inspector to check the aircraft over before buying.

Payment of your fees will be deemed to be your unconditional acceptance of the above orders, rules, terms and conditions

If you have any queries regarding Otherton Airfield Standing Orders please communicate with the Company via e-mail peter@othertonairfield.com or phone + 44 (0) 7831 406409

