



## **Group/Club Ownership Terms & Conditions for Ikarus C42 G-SHCK**

### **Revision History**

<b>REV LEVEL</b>	<b>RELEASE DATE</b>	<b>SUMMARY OF CHANGE</b>
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## **1. PURPOSE**

- 1.1. The purpose of this document is to inform and safeguard the owner and hirers of **Ikarus C42 G-SHCK**, (hereafter called "The Aircraft").
- 1.2. The full name of the "Group" is the G-SHCK flying group.
- 1.3. The aircraft is owned as a group aircraft with 20 equal capital shares of 5% each. While using the aircraft each capital share owner is regarded as a hirer (hereafter called "Hirer"), with mutual responsibility for the aircraft as laid out in the group constitution and rules of operation contained within this document. The only hirer's permitted to operate the aircraft are capital share owners.
- 1.4. It is an overarching principle that this group be a non-profit operation for the purpose of providing safe and economic flying for the hirers. All financial policy laid out in this document shall be to supply the aircraft to hirers for at an agreed, minimised cost, in compliance with rules and conditions laid down by the Civil Aviation Authority (CAA) and the British Microlight Aircraft Association (BMAA).
- 1.5. By agreeing to use the aircraft hirers are accepting the group's constitution and rules.

## **2. DESIGNATORY INFORMATION**

- 2.1. The owner is the G-SHCK Flying Group, c/o the trustee, who is identified in the AGM minutes of the group.

## **3. CONFORMANCE & LEGISLATION**

- 3.1. The Hirer will implicitly warrant & confirm that all flying operations shall be conducted in accordance with European Aviation Safety Authorities (EASA) and/or Civil Aviation Authority (CAA) and/or British Microlight Aircraft Association (BMAA) regulations & the permit to fly (along with any exemptions) together with the terms of the insurance policy, any local regulations or additional regulations advised in writing to the hirer by the owner/owner's agent. It is the hirers responsibility to be aware of these rules
- 3.2. The Hirer also warrants that the aircraft will only be used for the legal purposes declared at the time of hiring, which must be non-commercial, recreational and/or pleasure flying.
- 3.3. The hirer shall not sell, mortgage, charge, pledge, part with possession or otherwise deal with the aircraft & any of its ancillary equipment and documentation, and shall protect same against distress, execution, seizure & shall indemnify the owner against all losses, damage, costs, charges & expenses as a direct result of any failure to observe & perform this condition except in the event of government requisition.
- 3.4. Hirers shall not hire the aircraft out to other parties.

#### **4. MAINTENANCE & COSTS**

- 4.1. The aircraft's maintenance shall be to BMAA permit to fly requirements. The maintenance and repair work shall be carried out in accordance with COMCO/Rotax guidelines by competent persons. Any regulatory inspection shall be by a BMAA certified inspector.
- 4.2. The owner reserves the right to review all hire charges as and when operational costs dictate.
- 4.3. All hires shall be based on "brakes-off to brakes-on" time, which is defined as being take-off time to landing time plus five minutes taxi time on each side of take-off and landing.

#### **5. ACCIDENTS, DAMAGE AND LIABILITY**

- 5.1. In the event of any damage or injury being sustained to the aircraft or to third parties by the hirers, or while under his or her control, the following shall apply:
  - 5.1.1. If any damage is caused through violation of this agreement and any addendums attached, or through the hirers carelessness, negligence or pilot error, the hirer at fault shall be responsible for the uninsured portion of the damage to the aircraft as described on the insurance.
  - 5.1.2. In the case of doubt to the cause of an accident, the owner & hirer shall abide by the findings of the CAA, BMAA and/or the Air Accident Investigation Branch (AAIB) and/or loss adjusters.
  - 5.1.3. Any hirer finding it necessary to purchase parts or to have repair work carried out on the aircraft, not in excess of £200 plus local tax, may do so in their name. However, every reasonable attempt to contact the owner should be made in the first instance. On presentation of a receipted invoice, the said amount will be refunded.

#### **6. QUALIFICATIONS & SCOPE OF USE**

- 6.1. It is the responsibility of all hirers to ensure that they are paid up members of the BMAA, be in possession of a valid medical certificate, & hold a pilots license at all times with ratings and currency applicable to the aircraft and scope of flying being undertaken. Hirers must on demand provide the trustee of any details relating to the above.
- 6.2. The minimum requirement for all P1 hirers shall be an NPPL (Microlights) with P1 currency, with a radio endorsement. For G-SHCK, the P1 hirer shall be cleared/checked by a qualified CFI on 3-axis Microlight aircraft and aircraft type in particular.

6.3. Any hirer must retain flying currency to the Groups own requirements. These are:

- i. Class A - One Month. Members who have less than 50 hours of flying experience;
- ii. Class B - Two Months. Members who have between 50 and 79 hours or more flying experience;
- iii. Class C - Three Months. Members who have between 80 and 99 hours or more flying experience;
- iv. Class D - Four Months. Members who have 100 hours or more flying experience and at least 1 flight as pilot-in-command of any aircraft from the same class rating group within the preceding two months.

*Note: Pilots who qualify for Class D currency, but are unable to meet the full requirements of the category must operate in accordance with Class C currency. For those with less than 50 hours P1, these are to have flown a microlight landplane aircraft at least once in a P1 capacity within the previous 30 days. If this condition is not met then a revalidation flight is required with a QFI.*

*A QFI is a Qualified Flying Instructor, who is current on type. Any instructor costs incurred are the responsibility of the pilot.*

*A revalidation flight is not a full GST; it's an instructor-led check flight to ensure the pilot can demonstrate the ability to operate the aircraft safely.*

6.4. Hirers who are not checked out on type may hire G-SHCK for checking out on type, providing they undertake such checkout flights with a qualified, current instructor who is authorised by the hirer to carry out such checkouts. In such cases, the instructor must provide the hirer with evidence of such qualification and currency prior to the first flight with the hirer.

6.5. Any other usage that hirers propose to undertake, including air racing and competitions, must be requested to the owner in writing or by email at least 24 hours in advance. Extensions to the scope & nature of work allowed may be granted by the owner to the hirer in writing as an addendum to this agreement. Any additional costs for other uses must be paid by the hirer.

6.6. Advance Bookings by all hirers must be logged with SCHLOT.

## **7. BOOKING THE AIRCRAFT**

- 7.1. Members are reminded that the group is formed to share the aircraft and that use must be equitable if the group is to coexist happily.
- 7.2. When booking the aircraft only make the booking for the intended flight time plus 30 minutes before and after to allow for pre and post flight actions.
- 7.3. Members may use the online diary booking system SCHLOT to book flight time in advance, except that if the aircraft is not booked members may fly the aircraft at any time.

- 7.4. To be fair to all members, you are requested initially not to advance book in total, more than four hours in duration on prime flying days Friday to Sunday per month.
- 7.5. If adjoining or other slots remain not booked at two weeks or less before any previously booked prime slot, that booking may be extended and take any time available.
- 7.6. In exception and to permit planning, and not as a regular occurrence, members may book extended slots but must first email/WhatsApp all members explaining the reason and requesting any objections.
- 7.7. To facilitate this, each member receives four credit hours per month (to be self-regulated) for prime flying day booking. No limit to advance booking is applied from Monday to Thursday.

## **8. RESPONSIBILITIES**

- 8.1. Unless otherwise specified in this agreement, the hirer shall be responsible for all aspects of the aircraft from the time of moving the aircraft from its home base of Gloucestershire Airport (hereafter known as "Home Base") hangar/parking spot until it returns and is parked & secured.
- 8.2. Hirers bear all costs associated with returning the aircraft to home base if delay/grounding occurs due to adverse weather conditions, impoundments, legislation infringements or any other scenario which the hirer may reasonably have foreseen or is responsible for under the terms of this agreement.
- 8.3. Away from home base, hirers must use their funds as required. The owner's policy on reimbursement of fuel rates applies to all hirers.
- 8.4. All costs associated with a movement (including but not limited to landing fees, navigational fees, overnight parking or hangarage charges, handling charges, fines or levies), are the responsibility of the hirer.
- 8.5. It is all hirers responsibility for ensuring the aircraft is always left properly secured, tied down or hangered if possible when away from base, taking into account forecast weather conditions, e.g., prevalent wind speeds and direction).
- 8.6. All flight times are to be accurately recorded in the tech log throughout the flight & on termination. Any defects should also be accurately recorded.
- 8.7. Any defects affecting the airworthiness of the aircraft are to be advised to the owner by telephone, text or email immediately on return to base, and entered into the tech log.
- 8.8. After landing/shutdown during a flying day, the aircraft shall be left clean, neat and tidy. Unless it is being used again later the same day, it shall be returned to the hanger.
- 8.9. The owner is not responsible for battery recharges at any location if a hirer has left electrical systems switched on after shutdown. The hirer must pay charges arising.

## **9. INSURANCE**

- 9.1. The aircraft insurance policy is in the name of the trustee of the G-SHCK Group. A copy of the insurance schedule will be emailed to the hirer.

## **10. DISPUTES, BREACHES, COMPLAINTS, NOTICE**

- 10.1. If at any time any dispute or question shall arise between the owner & any hirer in regard to the hire of the aircraft & such dispute cannot be amicably resolved between the parties then such dispute, difference or question shall be referred under the Arbitration Act 1950 or any statutory modification thereof.
- 10.2. Any breach of the owner's regulations and/or EASA/CAA/BMAA regulations, from time to time in force, shall constitute grounds for the immediate withdrawal of the right to hire or fly the aircraft until the owner decides to withdraw the grounding.
- 10.3. Any financial penalties incurred by the hirer as a result of his/her responsibilities and agreements with the owner shall be paid by the hirer. Known financial penalties include:
- i. An excess (as defined in the current insurance policy) in respect to a claim made as a result of an accident or damage to the aircraft or any third party.
  - ii. The list price of any lost, damaged, stolen or destroyed portable equipment (or equivalent should this stop production) while the aircraft is being hired from the owner.

## **11. ADDENDUM TO LEASE/HIRE AGREEMENT – G-SHCK**

- 11.1. It is agreed that the aircraft G-SHCK will be hired from the owner subject to the terms and conditions laid out in the Lease/Hire Agreement at the rates documented in the latest AGM minutes of the group.
- 11.2. A summary of flying hours accumulated during the month will be collected by the trustee or representative. The trustee will inform all group members of time totals and charges due at the wet rate. Hirers must then forward fees payable, less fuel costs (accompanied by any fuel invoices) to the groups account.
- 11.3. Insurance policy details are as notified to the group from time to time.

## **12. GENERAL**

- 12.1. It is the responsibility of members intending to fly as Pilot-In-Command of the Group aircraft to ensure that the aircraft is serviceable and all pre-flight actions required of a Pilot are completed.
- 12.2. The aircraft will be left in a clean and tidy state for the next member's use.

- 12.3. All members should know and understand the aircraft systems, regular checklists and emergency checklist actions required.
- 12.4. All flights must be booked in and out by completing the aircraft technical logbook, along with fuel/oil uplifts and defects and comments.
- 12.5. Any adverse comment or defect will be dealt with in consultation with a Group official, i.e. Chairman / Secretary / Trustee / Technical Officer.



## **THE RULES OF THE FLYING GROUP**

### **13. ALIGNMENT WITH PURPOSE**

- 13.1. Charges and fees will be reviewed against the principles of clause 1.4 and periodic adjustments made to maintain these objectives.

### **14. ADMINISTRATION**

- 14.1. The group shall be administered by the owners of capital shares in the group.

### **15. GROUP MEETING**

- 15.1. An Annual Meeting shall be held within three months of the end of each calendar year, at which the reports of the owners and the accounts of the group shall be considered by the capital share owners.
- 15.2. An agenda for the meeting together with a summary of the accounts shall be sent to all group members at least 14 days before the meeting.
- 15.3. All group members are entitled to request items for discussion to be placed on the agenda of the Annual Meeting and may attend the Annual Meeting.
- 15.4. In addition, all group members are entitled to request a meeting with the trustee to raise points for discussion or changes to the policy.
- 15.5. An extraordinary meeting may be called if changes to group constitution and policy are felt necessary.
- 15.6. Decisions taken by a vote within the group shall be regarded as final and binding.
- 15.7. Ad-hoc meetings may be convened by the trustee.

### **16. GROUP MEMBERSHIP VOTING RIGHTS**

- 16.1. Capital share owners will have voting rights in proportion to their capital share of the aircraft, expressed as one vote per capital share owned. Votes can only be passed by a majority decision, i.e. at least 11 votes out of 20.
- 16.2. If a majority isn't achieved at a face to face meeting, then any proposal should be detailed and copied to all for an email vote.
- 16.3. Minor policy decisions shall be made at a meeting by a simple majority of members present.

## **17. MEMBERS RIGHTS TO USE GROUP AIRCRAFT**

17.1. All hirers shall have equal rights to use the aeroplanes owned or operated by the group subject to the operational regulations and group rules currently in force.

## **18. CAPITAL SHARE MEMBERS' OBLIGATIONS**

18.1. The capital share owners shall have obligations towards fixed costs, including aircraft insurance, hangarage and maintenance in proportion to their capital share in the aircraft owned and operated by the group.

18.2. These costs shall be reflected in the monthly and hourly flying charges levied on the group, in accordance with the stated group objectives of being non-profit making.

18.3. Capital share owners have a financial obligation in terms of liabilities which is in proportion to their financial holding in the group's aircraft.

## **19. PERSONS PERMITTED TO FLY**

19.1. Only group members may act as Pilot-In-Command. A member may carry a passenger at his discretion and may also permit the passenger to pilot the aeroplane although the member must at all times remain Pilot-In-Command.

## **20. DISPOSAL OF A CAPITAL SHARE**

20.1. In the event of a member becoming deceased, the owners agree to refund the deceased members estate, the capital share value less annual depreciation and any outstanding penalty charges, as defined and agreed to in the lease/hire agreement.

20.2. In all cases (unless the group is being disbanded) the maintenance fund remains an asset of the group and is not refunded to deceased owners, expelled or resigned.

## **21. NEW MEMBER ELIGIBILITY REQUIREMENTS**

21.1. Any prospective new member will have to meet the minimum licensing requirements, accept the group's rules, and be admitted by the group. Any proposed new member shall be vetted by the trustee to ensure they meet the licensing and experience requirements, and then proposed to the group.

21.2. The group shall not act unreasonably in considering proposed members.

21.3. The trustee shall arrange for the change of ownership and the transfer of the share certificate to the new member.

## **22. SALE OF A SHARE**

22.1. Any member wishing to sell their share is free to do so, with the proviso that they have paid all financial arrears or any other monies owing, the buyer meets the eligibility criteria and is acceptable to the group. The agreed share price is a private matter to be agreed between seller and buyer.

22.2. The seller is required to pay the fixed monthly charge until their share is sold.

## **23. EXPULSION AND SUSPENSION**

23.1. The capital share owners may summarily suspend a member's right to act as Pilot-In-Command, co-pilot or passenger if it considers that the member's conduct has been, or is likely to be, detrimental to the interests of the group; the reasons to be given in writing to all members within one week.

23.2. This detrimental conduct may include but is not limited to:

- I. failure to pay monthly costs or monthly flying charges,
- II. dangerous or illegal flying activity,
- III. suspension of Licence,
- IV. Medical Conditions limiting the member's ability to operate the aircraft safely,
- V. wilful disregard of the groups Rules,
- VI. dishonesty regarding the groups business,
- VII. or theft of any items or monies belonging to the group.

23.3. A member so suspended shall have the right to appeal at the next meeting of the group, which shall be held as soon as possible afterwards, and in any case within one month.

23.4. An appeal will be decided by a vote of all group members present. If a suspension is for a limited period, the member shall continue to pay the monthly subscription. In the exceptional event that a member is expelled from the group then in the first instance, offer their share back to the owners at the Market value less any outstanding penalty charges or costs.

23.5. If the owners decline to buy the share, then the expelled or resigning member will be required to sell their share on the open market. (see rule 23)

## **24. LIABILITY**

24.1. The operation of the group aeroplane shall be at the risk of the member acting as Pilot-In-Command and in accordance with the Lease/Hire agreement at the front of this document.

24.2. Each member hereby undertakes that he/she will not knowingly do or cause to be done any act that would invalidate the group's insurance policies, and will make no

claim or proceedings against the group or any individual member for any act or omission or defect in respect of the condition of a group aeroplane or its equipment.

## **25. INSURANCE**

- 25.1. The group shall maintain adequate insurance policies for its aeroplanes and operations as decided necessary by the capital share owners.
- 25.2. If as a result of an insurance claim or damages up to the value of the current excess, that amount is the responsibility of the hirer in charge of the aeroplane at that time.
- 25.3. Any member who is identified by the group's insurers as a special risk may be required to bear any additional premium resulting from that use as an individual.

## **26. ACCOUNTS AND SUBSCRIPTIONS**

- 26.1. The group will maintain an account for the operation of the aircraft. All monies will be paid into this account. It will be known as the "Maintenance Fund".
- 26.2. Properly kept books and accounts will be available at reasonable times for inspection by members. These accounts will be audited at the end of each calendar year by two members in conjunction with the trustee.

## **27. DRAWING RIGHTS OF BANK ACCOUNT**

- 27.1. Cheques will usually be signed by the trustee or Treasurer, but the capital share owners may authorise an alternative or additional signatory.

## **28. DISBANDMENT**

- 28.1. In the event of the group being disbanded the capital value of the aircraft shall be realised and added to the maintenance fund. After payment of all outstanding group debts, the maintenance fund will be divided in relevant proportion to all capital share owners.

## **29. QUORUMS AND MAJORITY DECISIONS**

- 29.1. Alterations to the Rules shall be considered after the proposer has made a written submission to the trustee, who will check its legality, then copy on to all members for consideration and a vote.
- 29.2. Expulsions, in accordance with the group Rules, may only be affected by a voted decision from the capital share owners and after all members have been notified of the proposed expulsion.
- 29.3. The agreement to admit a new member to the group shall be effected by a voted decision from the capital share owners after all existing members of all categories have

been consulted, and after the objections of any member to the prospective member have been communicated to all other members.

29.4. A meeting is defined as one for which notice has been given to all members a reasonable time ahead of the suggested date, not less than 14 days, at an appropriate venue. Two or more members may request a meeting to be specially convened.

29.5. With the exception of minor decisions, Votes may be done at a meeting or via a time-bound email ballot. For a vote to pass it must have at least 11 votes in favour at a meeting, or a majority in an email ballot.

### **30. COMPLIANCE WITH REGULATIONS**

30.1. All members must read, agree and sign the Lease/Hire agreement the lease/hire agreement need only be signed prior to the first hire/flight. The signed agreement will be kept by the group trustee.

30.2. All members consent to their personal data being used in conjunction with a legitimate syndicate or regulatory purposes.

30.3. All previous Rules of the group are hereby revoked.

## APPENDIX A

Acceptance of these terms and conditions may be by digital record or 'wet' signature. If accepting by email, please copy the text below into your email and complete the information required. When complete, send to the Trustee. If hard copy preferred, print this page, complete the information required and provide a copy to the Trustee.

Statement:

I hereby agree to the terms and conditions of the G-SHCK flying group as per this document. I also agree that my participation in the group is classified as a capital share owner, member & hirer.

Agreed for and on behalf of the hirer:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name:

Address:

Email:

Telephone: