



# **SOUTH GRAFTON AERODROME AIRCRAFT HANGAR OWNERS INC.**

**Registration Number INC 9889738**

*Under the Associations Incorporations Act 2009*

**ABN: 41 156 542 309**

## **ADMINISTRATION BY LAWS**

June 2018

(Provided as indicative only - subject to change without notice)

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## **1.0 INTRODUCTION**

This document is a central reference source for existing and intended users of the airfield. The various entitlements and options that users may exercise are set out simply and clearly for immediate information and guidance.

All aerodrome users are under obligation to familiarise themselves and comply with this document as a prerequisite of their initial and continuing use and access to the aerodrome.

## **2.0 OBLIGATION & CONTROL**

**2.1** South Grafton Aerodrome Aircraft Hangar Owners Inc. (SGAAHO Inc.) has sole control and management of the leased land DP/Lots 359/751385, 438/751385, 447/720460, 441/39520, known as South Grafton Aerodrome. However, all South Grafton Aerodrome users must remain aware that our long term security of tenure of the airfield is ultimately under-pinned by certain lease provisions and we may not simply do as we like during the term of our lease.

**2.2** The main provision is the airfield being located adjacent to South Grafton residential area. Further, while South Grafton Aerodrome is acknowledged as an airfield for flying purposes, we are under constraint not to unreasonably annoy or disturb the life style amenity of nearby residents.

**2.3** The SGAAHO Inc. itself has objectives and purpose. The SGAAHO Inc. has applied self-restraints to meet those requirements. Such requirements form two main functions:

- to ensure that different forms of aviation are able to co-exist in harmony without favour or discrimination
- to preserve, via control of usage volume, the quality of flying that has attracted membership

All members and tenants should thus be clearly aware that if, from time to time, a particular request for some form of activity is not approved, the Management Committee is not making a value judgement of a personal nature, but is complying with terms of reference that it is duty bound to uphold on behalf of the entire membership.

## **3.0 AIRFIELD USERS GENERALLY**

### **3.1 SGAAHO Inc MEMBERS, TENANTS and other USERS**

South Grafton Aerodrome is a privately operated Aerodrome maintained for use by SGAAHO Inc. members from lease and other fees charged to members, tenants and other users. However, within the ideals of SGAAHO Inc. and the desirability of local public relations, use of the airfield is not exclusive to members and tenants. All aircraft are welcome upon prior consent from SGAAHO Inc and payment of the appropriate landing fee. This is to ensure that all users contribute to the upkeep of the airfield. Any person, or group of people, conducting business at the airfield must do so under an Approval to Operate provided by SGAAHO Inc.

### **3.2 USAGE COSTS**

Sub Lessees and owners of aircraft domiciled at South Grafton Aerodrome may conduct their own personal flying, including the carriage of friends and relatives, from the airfield upon payment of an annual usage fee set annually by the Management Committee. All visiting aircraft are required to pay a landing fee set annually by the Management Committee.

### **3.3 COMMERCIAL USAGE**

Sub Lessees intending any activity based at South Grafton Aerodrome that involves hire and reward shall require prior approval from the Management Committee. Sub Lessees are referred to the following section. However, the requirements given are waived for the following cases:

**3.3.1** Sub Lessees may freely buy and sell aircraft unless they intend to develop sales display areas.

**3.3.2** Sub Lessees may make private arrangements for casual rental of space to other aircraft owners.

**3.3.3** Commercial Operators may not make private arrangements to rent space to other ground based business operations.

### **3.4 USER HARMONY**

3.4.1. All Sub Lessees shall comply with the provisions of SGAAHO Inc. Operations Manual, especially with respect to flying repeated circuits at busy times. Further, it shall be the responsibility of any member to ensure that their visitors are pre-briefed on the Fly Neighbourly map and, in the case of group gatherings, detailed pilot briefings shall be given.

**3.4.2** SGAAHO Inc. requests that all Sub Lessees and visitors using the internal roads adhere to a maximum Speed Limit of 10kph. The speed limit maximises safety for all motorists and pedestrians, significantly reduces damage to the airfield's roadway infrastructure and minimises the generation of dust which has an adverse affect on aircraft, buildings and human health.

### **3.5 CURFEW**

The airfield has a self-imposed curfew to discharge amenity obligations to near-by residents. No repeated circuits shall take place prior to 7.00 am. During daylight hours aircraft may arrive and depart from the airfield. Night aerial operations are prohibited.

### **3.6 FLY INS AND SPECIAL EVENTS**

Details of proposed fly ins and special events shall be submitted to the Management Committee for approval. Organisers shall apply for approval at least 2 months prior to the date of the fly in or special event.

### **3.7 AIRCRAFT & VEHICLE PARKING**

Parking of vehicles and aircraft shall only be in areas designated for the purpose. Vehicles attending operations that are based at runway ends (e.g. gliding) shall travel via the grass taxiways of the airfield or approved paths and shall not enter onto the sealed runways. When parked at such locations, such vehicles shall be left unlocked with keys in the ignition so that for reasons of flight safety they may be readily moved in the absence of the owner. Vehicles, other than those essential for safety reasons, may from time to time be prohibited from travelling onto the airfield if the surface is water-logged. Aerodrome users shall note that while they may take vehicles to aircraft tie-down areas for particular reasons vehicles shall not be parked at tie-downs other than for loading or off-loading purposes.

### **3.8 AIRCRAFT TIE-DOWNS**

All tie-down equipment for individual aircraft shall be provided by the aircraft owner/user. There is no charge for casual overnight tying down of aircraft in the tie-down or other parking areas up to a period not exceeding 7 days. For periods longer than 7 days the aircraft owner/user will be charged a parking fee set from time to time by the Management Committee.  
Anyone who wishes to tie-down for longer than 7 days must apply to the Management Committee for Approval.

### **3.9 TIE-DOWNS, CLEANLINESS & SAFETY**

South Grafton Aerodrome mows the airfield to reduce fire hazard and comply with lease provisions. It is the responsibility of aircraft owners to keep tie-down sites they are using regularly mown under and sufficiently clear around their aircraft as to allow the unobstructed passage of the SGAAHO Inc. mower to achieve full mowing coverage.

### **3.10 PARKING AT HANGARS**

Owners of hangars shall not leave their aircraft or vehicles parked upon the access taxiways, neither shall they permit the aircraft or vehicles of their visitors to be so parked.

### **3.11 LEASEHOLDER – MAINTENANCE AND REPAIRS**

Sub Lessees are required under Clause 51 of the Sub-Lease to maintain the premises and control weeds. The minimum distance is 2 metres from the hangar walls. Where 2 adjacent hangars are 5 metres or less apart the sub leaseholders of both hangars are responsible for the maintenance of the full area. If not mowed as and when required, SGAAHO Inc. will organise for their site(s) to be mowed and an invoice for an amount determined by the Management Committee from time to time will be issued to the Sub Lessee(s) without further notice.

### **3.12 STORAGE OF ITEMS ON THE AERODROME**

Sub Lessees may store items outside of their own hangar up to a period not exceeding 7 days. For periods longer than 7 days the Sub Lessee will be charged a storage fee set from time to time by the Management Committee. Anyone who wishes to store items outside their own hangar for longer than 7 days must apply to the Management Committee for Approval. The maximum period allowed for storage of items outside of hangars is 28 days.

### **3.13 CLUBS & ORGANISATIONS WITH GROUP IDENTITY**

An association or group of members who operate at South Grafton Aerodrome and pursue particular interests as a recognisable club, organisation or group, shall be subjected to the same operational restraints as a Hangar Owner.

## **4.0 COMMERCIAL OPERATORS**

### **4.1 COMMERCIAL – POLICY**

South Grafton Aerodrome, and the activities of SGAAHO Inc. are primarily about people enjoying aspects of leisure aviation at the highest possible amenity quality and the minimum practical cost. Policy decisions made by SGAAHO Inc. will therefore always favour what the majority of members perceive to be factors which enhance those objectives within the bounds of practical rather than emotive concepts. SGAAHO Inc. encourages commercial operators to establish their businesses at the airfield to provide members, tenants and the public with convenient access to flight training and services that support the on-going maintenance of their aircraft and their recreational flying experience.

**4.1.1** SGAAHO Inc. is a not for profit incorporated association, primarily meeting its outgoings by the lease fees, sale of site leases and Landing fees.

**4.1.2** Commercial Operators are required to ensure that these activities support general and recreational aviation communities.

### **4.2 COMMERCIAL OPERATORS – GENERAL CONSTRAINTS**

**4.2.1** The Operator must be a Sub Lessee with no outstanding debts to SGAAHO Inc. throughout the period of activity and any subsequent ownership of erected improvements.

**4.2.2** Approval to Operate is given by the Management Committee after consideration of the submission of an Application to Operate (see below).

**4.2.3** The Operator must continue to operate only within the areas of Approval and continue to comply with SGAAHO Inc. rules, regulations, and objectives. Expansion of market coverage shall only be by further approval for that specific coverage and continuing compliance with any further rules, regulations, and objectives that are applicable.

**4.2.4** The Operator is required to demonstrate that compliance with prevailing licensing, permits, workshop approvals, et al are in place for legal conduct of the operation as applicable to all those involved in the operation. Failure to comply with such requirements shall result in the immediate suspension of the Approval to Operate and possible total withdrawal of the Approval.

## **5.0 APPLICATION FOR APPROVAL TO OPERATE**

Applicants are advised to present as clear and as comprehensive a case as possible in support of their submission. The prime obligation of the Management Committee is to assess that the proposed operation meets requirements which the Management Committee is duty bound to enforce.

### **5.1 ASSESSMENT SHALL BE MADE UPON THE FOLLOWING BASIS**

- that the proposed operation is aligned with SGAAHO Inc. requirements
- that the principals, employees and other persons engaged in the operation have the qualifications to fulfil the requirements of the application
- the impact that the operation will have on the airfield and Sub Lessees and authorised users
- the preservation of equitable usage of taxiways, runways and circuit area
- use, and volume of use, of substances and materials, inclusive of storage, handling and work practices, that are relevant to constraints within a protected water catchment area. Proposed methods and frequency of waste and refuse disposal are similarly required
- likely impact upon the amenity of local area residents
- compatibility with Approvals to Operate which are currently in force

### **5.2 APPLICATION REQUIREMENTS**

**5.2.1** Applicants may supply as much information as they wish, but no application will be considered without the completion of the Application for Approval to Operate.

**5.2.2** The Management Committee shall supply to the applicant written conditions from which to maintain the Approval within SGAAHO Inc. obligations.

**5.2.3** Once issued, Approvals to Operate shall remain in force, subject to a yearly review to confirm compliance with all conditions of the Approval.

**5.2.4** Approval to Operate cannot be transferred. A new application for Approval to Operate will need to be submitted prior to the sale of the business by the intending purchaser.



## **6.0 PROCEDURES FOR LEASEHOLDERS**

### **6.1 PROCEDURE FOR PURCHASING AND SELLING OF SUB-LEASES**

There is an established procedure for processing all purchases and sales of sub-leases on the airfield. No transaction can take place until all the required documentation has been completed. Please contact the Secretary to obtain a copy of the Hangar Sublease Assignment Procedure

### **6.2 PROCEDURE FOR SUBMISSION AND APPROVAL OF A NEW HANGAR OR EXISTING HANGAR MODIFICATION**

There is an established procedure for processing all requests for permission to build, renovate, modify or extend a current building. No building can take place until all the required documentation has been completed. Please contact the Secretary to obtain a copy of the New Hangar Sub-Lease Application procedure.