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Rules and Regulations

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2 General

- 2.1 Any person using the facilities provided by the Cape Town Flying Club (the club) shall observe and comply with all South African aviation legislation, specifically the "Civil Aviation Regulations" (CARs), the "South African Civil Aviation Technical Standards" (SA-CATS), the South African "Aeronautical Information Publication" (AIP) and its supplements, the current "Aeronautical Information Circulars" (AICs), the current "Notams", the Manual of Procedure and these Club Rules.
- 2.2 Nothing in the Club Rules shall be taken contrary to any South African Aviation Legislation, the relevant Pilot's Operating Handbooks for the club's aircraft or the club's Manual of Procedure. The latter three, in that order, shall prevail at all times.
- 2.3 An expression, which denotes any gender includes the other genders, a natural Person includes a legal person and the singular includes the plural and vice versa.

3 Membership

- 3.1 Membership of the club is open to everybody. Categories of membership are:

Normal Flying Member

may hire aircraft, undergo instruction, and make full use of any other facilities offered by the club. Pay the Normal Membership fee and pay for aircraft hire at the standard rate.

Temporary member

have the same privileges as normal members, but pay for aircraft hire at the temporary member rate.

Social member

may use the facilities of the club except aircraft hire or instruction

- 3.2 Only paid up members of Cape Town Flying Club or any other club, with which a reciprocity agreement exists (members), may hire aircraft or undergo instruction.
- 3.3 Members must inform the club's management within 14 days of any change of address or telephone number.

4. Aircraft bookings

- 4.1 Members may book aircraft either in person or by telephone for solo flights. Bookings for dual instruction have to be made through the reception desk or in direct consultation with the member's instructor. Members need to bear in mind that the club is contractually bound to give priority to their full time instructors when booking dual instruction and/or tests.

New students, ab initio and/or advanced, will make an appointment with the CFI for an interview. Thereafter the CFI will place the student with the instructor most able to satisfy the student's needs.

- 4.2 The advanced booking option may only to be used for away-flights and for booking complete courses of training (see 8). Booking sheets for 3 full weeks will be kept in the daily booking file.

4.3

4.3.1 It is the sole responsibility of the member to ensure that their pilot's licence, medical, Club membership are valid and that their license is duly signed at the time of his/her flight.

4.3.2 In the event that a booked flight has to be cancelled due to non-compliance with any of the above the member will be liable for:

- a. the non-utilization fee of paragraph 4.6 and
- b. the late cancellation fee of the instructor, if applicable, of paragraph 4.6 or
- c. both.

4.3.3 Should a member fly without being in possession of a valid pilot license and/or medical or without valid club membership and/or valid cover for excess insurance then at the discretion of the Club:

- a. the membership of the pilot will be suspended for a period to be decided by the club or
- b. the membership of the member will be terminated.

4.3.4 A member will be held fully liable for all the financial consequences to the Club resulting from the member flying without being in possession of a valid license and/or medical or without valid club membership or valid cover for excess insurance.

- 4.4 At least 24 hours notice from the time of commencement of the booking shall be given when cancelling a booking. The member is responsible for cancelling the aircraft and informing the instructor, if applicable, and must state the reason for the cancellation. For away flights the required cancellation notice is 48 hours.

- 4.5 When a member does not show up for a booking, whether dual instruction or solo flying, the member will be charged the penalties of paragraph 4.6.

For dual instruction, if the weather conditions are such that the aim of the planned exercise cannot be achieved and the instructor is not able to substitute the practical exercise with a briefing then the instructor shall cancel the planned exercise. This decision is the prerogative of the instructor only. When in doubt the member shall communicate with the instructor involved. If the student does not show up, because he/she thinks that the weather conditions are not suitable, without consultation with the instructor then the member will be charged the penalties of paragraph 4.6.

- 4.6 When a booking has not been cancelled in accordance with paragraphs 4.4 and 4.5 then the member is liable for:
- a. the non-utilisation fee of 1/3 of hourly rate of the aircraft x 2/3 of time booked on the aircraft,
 - b. the cancellation and/or no-show fee for the instructor of $\frac{3}{4}$ x [time booked – time spent for lunch etc] x instructor rate per hour or
 - c. both.
- 4.7 Should an instructor not honour his appointment with a member, for any reason whatsoever, without giving such a member at least 24 hours notice or arrive at the airport late so that the aim of the exercise cannot any longer be achieved within the time booked, then the instructor shall compensate the member with a lesson, at the earliest possible date, for which the instructor shall not charge such member his contractual instructor fee.
- 4.8 If a booking is not taken up within 10 minutes of the commencement of the booked period, the booking shall be considered as having been not honoured and other members shall be free to use the aircraft.
- 4.9 The aircraft shall be returned and be available to other members on or before the end of the booked period. Any refuelling, if necessary, shall be allowed for and shall take place before the end of the booked period.
- 4.10 No member may commence a flight at such a time that the timely return to base of the aircraft is not guaranteed. Members must, at all times, plan their flights in such a way that they will return in time for the next booking on the aircraft.
If the departure of a flight is delayed due to a technical problem, even when due to no fault of the member, the flight may only take place if the return of the aircraft is guaranteed to be in time for the next booking.
- 4.11 Should a member be unable to return an aircraft to base due to unforeseen circumstances the onus is on the pilot to return the aircraft to base as soon as possible. This rule may be waived by the Operations Manager or the CFI if the problem preventing the return was of a technical nature (not weather).
- 4.12 Under no circumstances shall a flight be undertaken in order to honour a booking if any conditions exists which may endanger the safety of that flight. In this case no penalty may be imposed.
- 4.13 Members are to ensure that they fly for at least two thirds of the booked period, unless by prior arrangement with the Operations Manager or the CFI or a person authorised by the CFI. Should members fly less than two thirds of the booked time, a non-utilisation fee may be imposed for the difference between the actual time flown and two thirds of the booked time.
- 4.14 The club reserves the right to substitute a booked aircraft with another aircraft of the same type when due to any reason whatsoever the booked aircraft is not available at the time of the booking.

5 Payment of fees

- 5.1 Membership fees are due on joining the club and every twelve months thereafter.
- 5.2 Hiring aircraft at the **temporary** member rate includes excess insurance fund membership.
- 5.3 All flying is done on a cash basis. A member may put down a deposit with the club and "fly it off", or he/she may pay in full after each flight.
- 5.4 In the event of dual instruction, the instructor is entitled to either charge the member for his time spent with the member or for the Hobbs meter plus 0,2 hours whichever is the highest. The member may pay for the services of the instructor either;
 - a. through the facilities of the Club (in this case 14% VAT is applicable) or
 - b. direct to the instructor.If the member has an agreement with his instructor to pay the instructor direct, the instructor may ask for a deposit mutually agreed upon by him/her and the student. The instructor charges for the time spent with a student where briefings are concerned and will do the same for practical flying instruction with a minimum of Hobbs meter plus 0.2.
- 5.5 Payments may be made in cash, crossed cheque, credit card or bank transfer. When transferring money electronically, the member must advise the Club of this transfer in writing (note in the deposit box, fax, e-mail etc.).
- 5.6 Payments may be made to the Administrative Assistant, the instructors or the duty pilot, who will issue a receipt upon request. Payments may also be posted into the deposit box in the clubhouse, but the club accepts no responsibility for cash deposited into this box.
- 5.7 Members will ensure that their accounts are paid up at all times. A maximum of 5 days grace will be allowed for electronic payments to appear on the Club's Bank Account. **If a members account is in arrears** the member will automatically be grounded (and their tag disabled) until all outstanding amounts are paid in full. Should it be necessary for the accounts person to phone the member in respect to their outstanding account an administrative fee of R20 will be levied.
- 5.8 If a member's account is for any reason in debit at the end of a calendar month, a 3% administration fee will be levied on the amount outstanding.

6 Documentation

- 6.1 Members shall always check the clubhouse notice board and the "Club Notams" before each flight and read and comply with all notices.
- 6.2 Members shall always check the "booking sheets" for any specific refuelling requirements requested by ensuing pilots, before commencing their flight, and shall, as far as possible, act accordingly.
- 6.3 Members must complete the Authorisation book before and after each flight with all details.
- 6.4 Members must check the correctness of the Flight Folio with respect to Hobbs and Tachometer readings before each flight and must complete the Flight Folio after each flight with all relevant details.
- 6.5 Should the Hobbs and Tachometer readings in the Flight Folio be incorrect at the beginning of a flight, the pilot has to note this in the Flight Folio, make every effort to ascertain why the readings are incorrect and advise an instructor, the Operations Manager or a duty pilot as soon as practical.
- 6.6 Members must check the "Defect Report" in the flight folio before each flight and record any new defects. Defects which are considered a reason for grounding the aircraft must also be reported to an instructor, the Operations Manager or a duty pilot as soon as practical.
- 6.7 Any heavy landing or other incident, which might have resulted in damage or strain to the aircraft, must be recorded in the Flight Folio and must also be reported to an instructor, the Operations Manager or a duty pilot immediately.

7 Operation of aircraft

- 7.1 No pilot, other than an instructor, is permitted to fly the club's aircraft from the right hand seat unless authorised in writing to do so by the Chief Flying Instructor (CFI).
- 7.2 Oil must be topped up before the commencement of any flight if the oil level is found to be at or below 4.5 quarts (Tomahawks) or 6.5 quarts (four-seaters) for a flight of not longer than two hours duration. For longer flights the oil level must be above 5.0 quarts (Tomahawks) or 7.0 quarts (four-seaters) on departure.
- 7.3 Pilots must record the oil level before commencement of the flight [oil level found during pre-flight] in the relevant column in the flight folio and also record the amount of oil added in the same column.
- 7.4 Take off from long runways may, with ATC approval, be conducted from an intersection. Pilots are reminded, though, that take-off from an intersection reduces the runway length available in case of an aborted take-off or engine failure shortly after airborne.
- 7.5 Members must obtain prior permission from the CFI or his deputy for landing on unlicensed airfield, unless this requirement is waived for specific pilots and specified airfields.
- 7.6 Aircraft must be refuelled upon return if the fuel quantity in the tanks is half or less. All aircraft must be refuelled at 16.00 hours irrespective of the fuel quantity in the tanks. When there are no bookings on an aircraft to make compliance with the 16.00 hours refuelling rule possible then the pilot flying the aircraft last must refuel on return before parking and securing the aircraft.
- 7.7 All aircraft must be parked in the specified area, tied down, chocked with the park brake OFF, the controls secured, and the aircraft locked as far as possible. This rule does not apply if the next pilot wishing to fly the aircraft is present and accepts responsibility for the aircraft.
- 7.8 The interior of the aircraft is to be left in a tidy and clean condition.

8 Indemnity

- 8.1 The Club and its employees are indemnified by members on joining the Club. The relevant indemnity is part of the membership form a member signs on joining. Though all passenger seats are insured for R 2.500.000 with a maximum of R 10.000.000 per four-seater aircraft, claims could amount to a lot more than this insurance cover.
- 8.2 Each passengers carried must sign the Indemnity in Authorization/Invoice book.
- 8.3 Passengers who have not yet reached the age of responsibility, twenty-one (21) years will also need their parental/guardian consent before commencing the planned flight.
- 8.4 An Indemnity Form is available on our website www.ghfc.org.za, soon to be replaced by www.capetownflyingclub.co.za in order that members can download the indemnity at home and have it signed by their either of their parents/guardian before they come to the airport.
- 8.5 In the event that a passenger refuses to sign the indemnity then such passenger may **not** be carried.
- 8.6 In the event that an under aged member does not have the facility at home to download the indemnity then he/she will have to fax it to his/her parents who will have to fax the signed document back before the flight can be commenced.
- 8.7 The member will have to take all this into account when planning his flight otherwise he might not be able to leave on time in which case the flight might have to be cancelled and then the member will become liable for a non-utilization fee.
- 8.8 Passenger using the separate indemnity forms must hand the signed Indemnity form to the receptionist or the duty pilot during the weekend or on public holidays before commencement of the flight. The Invoice number should be written on the Indemnity Form.

9 Away flights

- 9.1 An "away flight" is defined as a flight where a club aircraft is away from base for one or more nights.
- 9.2 Away flights must be approved by the CFI or his/her deputy.
- 9.3 Away flights are subject to the deposit and refund policy in chapter 14. **Away flight bookings will only be confirmed once a deposit has been made.**
- 9.4 Members must fly at least two hours for every weekday, and four hours for every Saturday, Sunday or public holiday that the aircraft is away from base, unless this requirement is waived by the Operations Manager, CFI or the committee. The committee would like to encourage members to fly away for pleasure, and will take this into account provided the aircraft to be taken away is not used for training
- 9.5 The member will supply the Chief Flying Instructor or his/her deputy with the route to be flown and the airfields to be used in writing for his/her approval. Should the member wish to change the route and/or airfields, except in an emergency, the CFI or his/her deputy must be contacted for approval before such change is effected.
- 9.6 Members taking an instructor and/or commercial pilot along on away flights are liable for the instructors and/or pilot's board and lodging for the duration of the flight. The instructor and/or commercial pilot need to be part of the party. Instructors/Commercial pilots may charge for all flying times with a minimum of four hours per day on average.
- 9.7 Away landing and approach fees are the responsibility of the member.
- 9.8 The pilot-in-command is responsible for the safety of the aircraft at any away landing site.
- 9.9 The member must pay for fuel uplifted at away airfields. Upon his/her return to Cape Town the cost of the fuel/oil is refunded to the member at Cape Town prices.
- 9.10 If the flight is terminated or delayed at any place other than base for weather or any other reason the pilot must undertake everything in his power to notify the club of the delay as soon as possible. He/she will be responsible for the return of the aircraft and the accompanying Instructor/Commercial Pilot if applicable at the earliest possible date at his/her own expense.
- 9.11 If the aircraft has mechanical problems due to no fault of the pilot at an away airfield, the Club will pay for the repair of the aircraft, but the pilot is responsible for the travelling expenses of the aircraft engineer affecting the repair.

10 Fly-aways

- 10.1 Aircraft may be booked for “**official Club**” fly-aways from three weeks before the date of the fly-away. In this case the minimum hours per day requirements as per rule 9.4 does not apply.
- 10.2 If an aircraft has not been booked for a fly-away by one week before the event normal non-fly-away bookings may be made in the usual manner.

11 Dual checks / safety meeting attendance

- 11.1 Any pilot with less than 100 hours total flying time, who has not flown any aircraft for 3 months, shall undergo a dual check with one of the club's instructors before flying a club aircraft as pilot-in-command.
- 11.2 Any pilot with more than 100 hours total flying time, who has not flown any aircraft for 6 months, shall undergo a dual check with one of the club's instructors before flying a club aircraft as pilot-in-command.
- 11.3 All club members shall undergo a dual check every year, unless this is specifically waived by the CFI.
- 11.4 A club member may not do a skills test or proficiency check with the same instructor more than twice in a row.
- 11.5 Any new member joining the club shall undergo a dual check with one of the club's instructors before acting as pilot-in-command of any club aircraft.
- 11.6 Should any of the club's instructors have doubts as to the safety or competency of club members, that member shall not be permitted to fly as pilot-in-command on club aircraft until he/she has undergone a dual check with a club instructor to the full satisfaction of that instructor.
- 11.7 Club members are reminded that it is their responsibility to ensure that their respective licences and ratings are valid when flying Club aircraft and that they fulfil all legal requirements in respect of recency and currency.
- 11.8 All of the above mentioned dual checks must include a dual check at night before the pilot may act as pilot-in-command by night.
- 11.9 All Club members must attend at least two safety meetings per 12 month period. Failure to do so necessitates the member booking a one-hour briefing with an instructor before being allowed to fly as pilot-in-command.

12 Important insurance aspects

- 12.1 All club aircraft are insured in accordance with current aviation legislation for normal flying club uses including charter, aerial photography, rallies, competitions and all forms of instruction. Ab initio instruction in the Cutlass is not permitted. No solo flying in the Cutlass is permitted by pilots with less than 30 solo hours and 100 hours total time.
- 12.2 The insurance cover is confined to the geographical limits of the Republic of South Africa and adjoining countries and/or territories excluding Mozambique and Lesotho other than north and west of a line joining Quthing, Mhaleshoek, Roma and Libono. Livingstone is the only part of Zambia that is included.
- 12.3 The aircraft are insured for landing on unlicensed landing grounds, during daytime only, and subject to prior inspections.
- 12.4 In the event of a claim, should the insurance company repudiate a claim on the grounds of a breach of any South African legislation or other regulation the individual causing the breach or contravention may not be entitled to indemnity under the insurance. In this case the club may hold that individual liable for all damages caused.
- 12.5 In the event of a claim settled by the insurance and provided that the member responsible for the damage was a paid up member of the excess insurance fund at the time of the incident, the excess payment stipulated in the club's insurance policy will be covered by the club's excess insurance fund - unless the member was guilty of gross negligence or in breach of any legislation or club rule.
- 12.6 The excess insurance fund monies collected from members will be held by the club for the purpose of covering the insurance deductible in the event of an insurance claim. In the event of an accident claim there will be an excess of the first R2000. Money held in the excess insurance fund belongs to the members and will be refunded to current members on a pro-rata basis at the dissolution of the club.
- 12.7 Instructors or commercial pilots when acting on behalf of the club will not be held responsible for the excess payment, unless guilty of gross negligence.

13 Accidents and incidents

- 13.1 All flying accidents or incidents have to be reported immediately to the CFI or the Operations Manager as well as to the club chairman. On no account must members make statements to the press or any other third party.
- 13.2 Any pilot involved in an incident or accident shall be suspended from flying a club aircraft until the Safety Committee has met and issued its recommendations.

14 Fines and non-utilization fee

14.1 For any infringement of these rules the CFI the Operations Manager or the committee may impose fines as stated below.

Flying into controlled airspace without permission	R500
Flying with an expired Certificate of Release into Service	R500
Leaving the Magnetos on	R500
Leaving the Master switch on	R500
Leaving the aircraft with low fuel	R200
Flying the aircraft with too low an oil level	R200
Bringing an aircraft back late	R200
Not getting passengers to sign the Indemnity Form	R200
Leaving an aircraft not tied down	R100
Leaving an aircraft tail into wind	R100
Not securing the controls	R100
Taking aircraft keys home	R100
Leaving the aircraft interior untidy	R50
Not completing the Flight Folio properly	R50
Omissions or errors when completing the Authorisation Book, per entry	R10

14.2 For displaying bad airmanship the committee may impose a fine up to R500

14.3 A member who has been fined may apply within 30 days of notification of that fine, in writing to the committee of the club for waiving of that fine, giving reason why the fine should be waived. The committee's decision in the matter is final.

14.4 For the non-utilization fee members must refer to paragraph 4.6 of these rules.

14.5 An instructor is entitled to a late cancellation / no-show fee. To calculate the amount members must refer to paragraph 4.6 of these regulations.

15 Deposits and Refunds

- 15.1 The following deposit and refund policy applies to:
- Full-time courses; PPL, Night-Rating, Instrument Rating, CPL with at least five booked periods a week
 - Block bookings on simulator or aircraft for hour building purposes
 - Away flights
- 15.2 A deposit of 50% of the anticipated aircraft and instructor fee is payable upon booking.
- 15.3 In case of cancellation after a deposit has been paid, the following part of the deposit is **not** refundable.

Cancelled:	Not Refundable
more than 2 months before commencement of booking	R200
between 1 and 2 months of commencement of booking	30% of deposit
between 2 weeks and 1 month of commencement of booking	70% of deposit
less than 2 weeks before commencement of booking	full deposit

- 15.4 Cape Town Flying Club will go to great length to honour any booking made for courses or away flights. However, accidents and unforeseen maintenance do happen. Should the Club have to cancel a member's block booking for a course or an away flight, a full refund of the deposit will be made. The Club, however, will not be liable for any costs or expenses incurred by the member due to such cancellation.