

WESTERN CAPE MICROLIGHT CLUB

CLUB RULES 29 November 2016

Standing Rules of the Western Cape Microlight Club

The Rules of the Club hereinafter listed are intended to supplement the provisions of the Club's Constitution, and are so intended to ensure that the Club, along with any Member's rights shall not be jeopardized by the actions or omissions of any member or guest.

All Members are bound by these Standing Rules which are to be applicable at any premises owned or leased by the Western Cape Microlight Club.

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1. RULES OF PROCEDURE AT MONTHLY, SPECIAL GENERAL AND ANNUAL GENERAL MEETINGS

- 1.1. The Chairman or an Executive Committee (“Exco”) Member nominated by the Chairman shall call the meeting to order and shall chair the meeting. The format of meetings shall include a general section on issues raised by members. The remainder of the format is to be determined by the Chairman.
- 1.2. The bar is to remain closed for the duration of the meeting.
- 1.3. Minutes of all meetings, along with the names of members and visitors present is to be recorded by the Secretary and is to be posted on the website of the Club within seven days. Records of all meetings are to be held in perpetuity for record purposes by the current Secretary.
- 1.4. The time and date of monthly club meetings is to be 8:00PM on the last Wednesday of every month.

2. GENERAL RULES FOR MEMBERS, GUESTS AND VISITORS

- 2.1. The Clubhouse referred to shall mean the Club’s buildings at Morningstar Airfield (“Morningstar” or “the Airfield”).
- 2.2. The Clubhouse and leased ground at Morningstar Airfield shall be for the sole use of members of the Western Cape Microlight Club (“WCMC” or “the Club”).
- 2.3. The Club reserves the right of admission to the Clubhouse and the Airfield.
- 2.4. Members, guests and visitors are to conduct themselves in a decorous and seemly manner at any premises leased by the Club.
- 2.5. Members are permitted to bring guests. The actions and omissions of these guests shall be the sole responsibility of the host member, who shall ensure that guests at all times act in accordance with these rules.

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3. SAFETY

- 3.1. No guests or visitors are permitted to gain access to any taxiway unless accompanied by a member or having obtained the express permission from an Exco Member. Under no circumstances may any guest or visitor leave any domestic pet or child un-attended whilst at any Club facility.
- 3.2. Only observers and or photographers, pre- approved by an Exco Member of the WCMC, shall be permitted to encroach within 35m of the runway - i.e. beyond any point that is halfway between the parallel taxi way and the runway. Pre-approval shall be required for each and every occasion and such observer or photographer shall, where possible, inform the pilot of any aircraft operating over the airfield via personal communication beforehand or via radio communication once airborne, that they intend to encroach within 35m of the runway. Notwithstanding the above, such persons shall at all times ensure that they are visible and shall wear high visibility vests.
- 3.3. No alcohol may be consumed by any guest or visitor outside the Clubhouse and it's fenced off lawn and recreational area.
- 3.4. Children under 18 are not permitted to purchase or be served alcohol.
- 3.5. The domestic pets of any member, guest or visitor shall at all times be restrained on a leash and are not permitted on any taxiway or runway or within 30m of any aircraft under power.
- 3.6. Members and guests are required to return any Club facility used by them to a suitable and fit state after use.
- 3.7. No member or guest may use any of the Club's facilities for political or commercial purposes without the written permission of the Chairman or an Exco Member delegated by the Chairman.
- 3.8. When driving vehicles on the entrance road, car park area and taxiways, members and their guests are to exercise caution and obey the WCMC's imposed speed limits at all times.
- 3.9. Vehicular traffic must give way to aircraft on the taxiways.
- 3.10. Members must ensure that vehicles parked at their hangars do not interfere with the ability of aircraft to use the taxiways.

4. HANGAR MEMBERSHIP AND RIGHT OF USE

- 4.1. Refer to Appendix A to the Rules.

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5. PROCEDURES FOR THE APPROVAL & ERECTION OF HANGAR STRUCTURES

- 5.1. Refer to Appendix B to the Rules.

6. HANGAR CONSTRUCTION

- 6.1. Refer to Appendix B to the Rules.

7. USE OF HANGARS AND SITES

- 7.1. No hangar site is to be used for any purpose other than the storage, maintenance, construction and/or operation of an aircraft and material and equipment required for this purpose.
- 7.2. All Hangar Members shall be responsible for the safety and integrity of any structure and its contents on their site. The Club waives any responsibility in this regard and shall not be liable for any loss or damage sustained through any act of God, or action or omission of any member, guest or visitor.
- 7.3. In addition, Hangar Members shall ensure that the areas between hangars, as well as the forecourt/ramp area from hangar door to taxiways is at all times kept clean and tidy and shall be kept free of any flammable material or obstructions. The area around sites may not be used for the erection or placement of any structures or the storage of any additional items or materials without the written permission of the Executive Committee.
- 7.4. Fuel may only be stored in fully serviceable and sealed metal storage containers. Storage of fuel in plastic containers is not permitted. In the event of more than 40l of fuel being stored in any one hangar, the Hangar Member shall apply for and obtain a FLAMMABLE SUBSTANCE CERTIFICATE from the relevant Fire and Rescue Services i.e. the Fire Chief responsible for the area.
- 7.5. Suitable approved and serviced fire extinguishers are to be provided by Hangar Members in every hangar structure, positioned in a clearly accessible and visible place at the entrance to the hanger and elsewhere, and indicated by approved fire signage. A minimum of one 9kg DCP fire extinguisher per 100sqm of hangar shall be provided.
- 7.6. Hangar Members shall have the right to rent out portions of the approved structure for the intended purposes as per Rule 9.1 to fully paid-up members in good standing only.
- 7.7. Only members who are fully paid-up members in good standing may store or operate any aircraft from any area under the control of the Club. Any holder of any 'Right of Use' of any portion of Club premises shall ensure that the owners of any aircraft stored on their sites are at all times fully paid up members and shall be responsible for ensuring that this condition is met. The 'Right of Use' holder shall be liable for any outstanding membership fees in the event of these conditions not being met.

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- 7.8. Visiting aircraft, or aircraft belonging to non-members that are intended to be stored for a limited period only, may be accommodated on any site for a maximum of 90 days. Holders of any 'Right of Use' of any portion of Club premises who permit any aircraft to exceed this limited period shall be liable for the costs of full membership of the owner for the period concerned. Breach of this condition shall constitute gross misconduct and may result in termination of membership of the Club.
- 7.9. No member is permitted to store or operate any aircraft exceeding a MAUW of 1800Kg from Morningstar Airfield without the written permission of the Executive Committee.
- 7.10. No member is to operate any aircraft for financial gain or to conduct or undertake any commercial activity at Morningstar Airfield without the expressed written permission of the Executive Committee.
- 7.11. Under no circumstances may any liquid or other material classified as waste or hazardous waste be disposed of on the Airfield or its environs.

8. FLYING RULES

- 8.1. Members shall at all times display good airmanship and courteousness to members, visitors and other pilots while operating any aircraft wherever they may be.
- 8.2. All members shall ensure that any aircraft under their command complies with all legal requirements regarding the operation of aircraft in the Republic of South Africa. Failure to comply with this clause may constitute misconduct.
- 8.3. Any member who is deemed by the Committee to be operating any aircraft in an unsafe manner may be suspended following a disciplinary hearing.
- 8.4. No member may over-fly any hangar, person or group of persons in such a manner as to cause a nuisance or endanger life or property at the Airfield.
- 8.5. No pilot shall be permitted to perform aerobatics in the vicinity of the airfield.
- 8.6. No pilot shall be permitted to perform any flight maneuvers within the vicinity of the airfield other than are necessary for the purpose of take-off or landing, or required for the purposes of pilot training or the testing of any aircraft, without the permission of the Executive Committee of the WCMC.
- 8.7. Due to the land lease conditions, and notwithstanding the Civil Aviation Regulations in force at the time, no pilot shall be permitted, other than in an actual emergency, to overfly the N7 highway at a height of less than 100m AGL in the vicinity of the airfield (equivalent to 600ft altitude on local Morningstar QNH).

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- 8.8. Other than in an actual emergency, only the runway may be used for take-off and landing, regardless of aircraft type. Helicopters may use apron areas in front of hangars that face directly onto the runway, but must at all times maintain awareness of and appropriate clearance away from other aircraft, whether stationary or moving, that may be affected by rotor-wash.
- 8.9. Taxying of aircraft is restricted to the taxiways, and pilots must at all times exercise due caution when taxying between hangars. Taxi speed must not exceed a fast walking pace.
- 8.10. Helicopters may not air taxi to the east of the main taxiway that is parallel to the runway other than to land or takeoff from an apron adjacent to a hangar that faces directly onto the runway.
- 8.11. Helicopters may not land or takeoff from the fuel bay area.
- 8.12. Helicopters and gyroplanes executing low speed maneuvers at low heights above the ground between the runway and taxiway Alpha must at all times remain to the west of and may not cross taxiway Alpha, other than in the case of helicopters when they are maneuvering to land on their designated apron. All aircraft performing low level maneuvers over the runway area must be flown such that the aircraft's velocity vector remains parallel to the runway orientation.

9. JOINING & DEPARTURE PROCEDURE - MORNINGSTAR AIRFIELD

- 9.1. Radios of all aircraft operating within 2 nautical miles of the airfield are to monitor and broadcast on the designated frequency.
- 9.2. Due to the land lease conditions, all circuits are to be conducted to the EAST of the airfield. This means a LEFT HAND circuit for runway 20 and a RIGHT HAND circuit for runway 02.
- 9.3. All aircraft are to announce their approach a minimum of 2 minutes out. This means that aircraft approaching from the west should change frequency before crossing the railway line.
- 9.4. All aircraft (including microlight aircraft) shall join overhead at 1500ft altitude on local QNH and shall descend on the inactive side (western side of runway) to a circuit altitude of 1000ft. Aircraft should initiate the crosswind leg overhead the upwind threshold of the runway in use.
- 9.5. Microlight aircraft (those with a circuit speed of less than 65 mph), gyros and helicopters are encouraged to keep their circuits short and tight to limit time spent in the circuit.
- 9.6. All arriving aircraft are to be on the lookout for departing traffic.

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- 9.7. Traffic departing to either the EAST or WEST must maintain runway heading to a point 1nm beyond the upwind threshold and not climb above 1000ft altitude before initiating the turn onto departure heading. Special cognizance should be taken of aircraft descending on the western side to join the circuit.

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HANGAR MEMBERSHIP and RIGHT of USE

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1. HANGAR MEMBERSHIP AND RIGHT OF USE

- 1.1. In order to erect any hangar/structure at Morningstar or, where a hangar/structure already exists on a site, in order to be issued with a Right of Use Certificate, a member shall be required to purchase a "Hangar Membership" for each and every site. Such Hangar Membership is in addition to full membership of the Club and is only available to a full member in good standing and in so far as a hangar site is available, whether developed or undeveloped.
- 1.2. Hangar Memberships may only be purchased from the Club and in no circumstances are transferable, whether for any consideration or not, between members or between members and non-members.
- 1.3. A "Right of Use" is issued by the WCMC to a Hangar Member for a specific site in terms of the Rules. Other than provided for in this Appendix A Rule 1.3.1 below, Right of Use is in no circumstances transferable between members or between members and non-members.
 - 1.3.1. Where two Hangar Members in good standing agree to exchange their Rights of Use over two specific sites (whether or not this involves any consideration between the two Hangar Members in respect of their hangar structures), this may be done with the prior written approval of the Exco and no additional Hangar Membership will be payable by either Hangar Member to WCMC.
- 1.4. A once off Hangar Membership fee, as set by the Executive Committee from time to time, shall be paid to the Club in order for a Hangar Member to be issued with a 'Right of Use' for a specific site. Such site shall be limited to an area of 240 square meters on a site to be allocated by the WCMC. An additional fee shall be due for securing the Right of Use to any area in excess of the standard 240sqm. This fee shall be calculated pro-rata based on the actual site area approved for Right of Use ie adjusted upwards or downwards from the standard Hangar Membership fee which is based on a 240 square meter site.
- 1.5. Site positions (designated by site numbers) in respect of Right of Use at Morningstar will only be reserved for a period of one calendar year from the date of payment for Hangar Membership. In the event of the Hangar Member failing to complete the erection of a hangar structure within one calendar year of payment of the Hangar Membership fee, the Executive Committee may, at its discretion, revoke the 'Right of Use' corresponding to such site and the member shall forgo the Right of Use attached to such site. In this event the Hangar Membership shall be considered to have been relinquished in terms of this Appendix A Rule 1.9.1.

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- 1.6. Where the 'Right of Use' to any site is granted to more than one person, one right holder shall be designated as the 'Primary Right Holder', but the names of all members must appear on the Right of Use Certificate issued by the Exco.
- 1.7. Only Hangar Members in good standing shall have the right to erect hangars at Morningstar Airfield on a site allocated for such purpose by the Executive Committee.
- 1.8. Hangar Membership and/or the 'Right of Use' of any site shall not confer any ownership or security of tenure over such site by the Hangar Member and neither shall in any circumstances be transferable to any other party. Any rights of ownership that may arise are limited to the moveable structure on such site.

1.9. Relinquishing of Hangar Membership and Right of Use

1.9.1. Undeveloped Sites

- 1.9.1.1. No Hangar Member shall in respect of any undeveloped site in any way dispose of, transfer or cede any of the rights attached thereto to any other party. In the event that a Hangar Member elects to forego the right to erect a hangar structure on the corresponding undeveloped site, then the WCMC shall refund the original purchase price paid by such Hangar Member for Hangar Membership on full settlement of any outstanding levies or other amounts owed by such Hangar Member and only in cases where the site is undeveloped.

1.9.2. Developed Sites

- 1.9.2.1. A Hangar Member may only dispose of or sell a hangar structure, whether partially or fully developed, to another Hangar Member who, in order to be issued with a Right of Use Certificate for such site, must first purchase a Hangar Membership from the WCMC at the price set from time to time by the Executive Committee applicable at the time the Hangar Membership for the specific site is being purchased.
- 1.9.2.2. In the event that a Hangar Member elects to forego the Right of Use issued by WCMC in respect of a developed site, and sell or otherwise transfer the ownership of the moveable structure erected on such a site to an incoming Hangar Member in terms of this Appendix A Rule 1.9.2.1 above, the outgoing Hangar Member shall not be entitled to any refund of the original amount paid by such Hangar Member for Hangar Membership.

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- 1.9.2.3. A new Right of Use certificate shall be issued to the incoming Hangar Member only once full payment of the Hangar Membership fee by the incoming Hangar Member has been received by WCMC.

2. RIGHT OF USE LEVIES AND SERVICE CHARGES

- 2.1. A Right of Use Levy based on a Hangar Member's Right of Use area plus additional service charges for electricity usage and any other applicable service ("Levies and Charges") shall be levied by the Club and payable by the Hangar Member on a quarterly basis.
- 2.2. The Hangar Member, and where applicable, the 'Primary Right Holder' shall be responsible for the payment to the Club of all Levies and Charges.
- 2.3. A Hangar Member's Right of Use Levy shall be determined in accordance with the following:
- 2.3.1. In the first 12 months following the payment of the once off Hangar Membership in respect of an undeveloped site:
- 25% of the full Right of Use Levy as determined by the Executive Committee from time to time.
- 2.3.2. For every month following the first 12 months as per Appendix A Rule 2.3.1 above, or where a Hangar Membership is acquired on an already developed site, for every month after the Hangar Membership is acquired:
- 100% of the Right of Use Levy as determined by the Executive Committee from time to time.
- 2.3.3. It should be noted that the reduced Right of Use Levy payable during the first 12 months of Hangar Membership is intended to allow the Hangar Member sufficient time to obtain approved plans and attain substantial completion of a hangar structure. In the event that planning approvals are frozen by the Local Authority for a period, or where the Executive Committee suspends the commencement of hangar construction on the Airfield for any period, the Executive Committee may, at its discretion extend the 12 month period on a fair and equitable basis to Hangar Members so affected.

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- 2.4. WCMC shall, in addition to the Right of Use Levy, charge each Hangar Member a monthly service charge in respect of the usage and availability of electricity and other services as may be applicable from time to time. The Club reserves the right to set the payment intervals for these charges at intervals longer than monthly.
- 2.5. Failure to pay the Levies and Charges within 90 days of due date shall result in immediate suspension of membership of the Club as well as the suspension of the 'Right of Use' of any site. The suspended member shall be denied access to the WCMC and the use of any hangar until such time as the outstanding Levies and Charges are paid in full. Furthermore, penalties for late payment shall be due, calculated at 10% of the outstanding amount for each month that the account is overdue. If payment is not received by the Club of all outstanding amounts plus penalties within a further 30 days, membership of the Club as well as any Right of Use shall be terminated and the WCMC shall have the right to attach any fixed assets remaining on the site which shall then be sold via an auction to be instituted by the Executive Committee. The outstanding amount due plus any costs incurred in the act of disposal of the assets shall be deducted from the proceeds of the sale. Thereafter any remaining proceeds of the sale shall be paid to the original holder of the said 'Right of Use'.

3. RIGHT OF USE CERTIFICATE

- 3.1. A Right of Use Certificate will be issued by the Exco of the WCMC to a Hangar Member once all the relevant provisions of Appendices A and B to the Rules have been complied with and the hangar has reached substantial completion (defined as a hangar structure with a roof and three enclosed sides).
- 3.2. Other than provided for in this Appendix A Rule 1.3.1, a Right of Use Certificate is not transferable between members or between a member and a non-member. It can only be issued by the Exco to a Hangar Member in respect of the site corresponding to such Hangar Membership.
- 3.3. Where a number of Members share a Hangar Membership corresponding to a particular site, then the names of all the members must appear on the Right of Use Certificate, together with their respective share in the Hangar Membership. In the event that an amended Right of Use Certificate is issued by the Exco where the members enjoying such rights change, then a pro-rata portion of the Hangar Membership applicable at the time the change takes place will be charged to the incoming Hangar Member. The pro-rata portion will be calculated based on the incoming Hangar Member's share of the Hangar Membership.

APPENDIX B - HANGAR CONSTRUCTION

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No construction shall take place before the member has signed acceptance of the conditions pertaining to hangar construction as contained in this Appendix B to the Rules of the Club:

- 1 - PROCEDURE FOR APPROVAL & ERECTION OF HANGAR STRUCTURES
- 2 - HANGAR CONSTRUCTION
- 3 - TIMETABLE FOR ERECTION OF HANGARS

Acknowledgement of the above:

I (Hangar Member):.....

of Site Number:.....

having read this document hereby undertake to abide by the conditions herein:

Signed.....Date:.....

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1. PROCEDURE FOR APPROVAL & ERECTION OF HANGAR STRUCTURES

- 1.1. Only structures suitable for the safe accommodation of aircraft may be erected on any site. Such structures shall be constructed of non-flammable material only and shall comply with all Local Authority bye-laws and all conditions as set out in the letter of approval from the Local Authority.
- 1.2. A copy of the drawings (plans) of any proposed structure shall be submitted by the Hangar Member to the Exco Member for Airfield Planning prior to their submission to the Local Authority. Only once plans have been approved by the Executive Committee may they be submitted to the Local Authority for approval. The Club shall issue the Hangar Member with a Site Development Plan as well as a letter addressed to the Local Authority granting the Hangar Member authorization to submit plans on the particular site for the proposed structure - these documents are to form part of the building approval application to be submitted to the Council. A copy of all these documents shall be retained by WCMC for record purposes.
- 1.3. The cost of obtaining any and all approvals required from the Local Authority shall be for the account of the Hangar Member.
- 1.4. Before any work commences on any site, a copy of the plan as approved by the Local Authority must be lodged with the Executive Committee for record purposes and checked for compliance with the original plan as submitted to and approved by the Executive Committee in terms of Appendix B Rule 1.2. If the plan approved by the Local Authority deviates in a material way from that originally approved by the Executive Committee in terms of Appendix B Rule 1.2, no building work is to proceed until either the deviations are approved by the Executive Committee or a revised plan approved by the Executive Committee is re-submitted and approved by the Local Authority.
- 1.5. Under no circumstances is any construction to commence on any site until the following have been complied with:
 - 1.5.1. Plans approved in writing by the Executive Committee and the Local Authority have been lodged with the Executive Committee;
 - 1.5.2. the corresponding Hangar Member has indicated his acceptance of the procedures, terms and conditions relating to the approval and erection of hangars at Morningstar by signing the Procedures and Conditions of Approval and Erection of Hangar Structures at Morningstar Airfield Acceptance Document and lodging the signed document with the Executive Committee Member: Airfield Planning;
 - 1.5.3. the pegged out position of the proposed structure has been inspected and approved by the Executive Committee Member: Airfield Planning;

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- 1.5.4. the water drainage scheme is acceptable and has been approved by the Executive Committee Member: Airfield Planning;
- 1.5.5. a letter has been issued by the Executive Committee Member: Airfield Planning to the corresponding Hangar Member indicating that all of the requirements in terms of this Appendix B Rules 1.5.1 – 1.5.4 have been complied with and that construction on the site may commence.

2. HANGAR CONSTRUCTION

- 2.1. It shall be the responsibility of the Hangar Member to ensure that any construction undertaken at Morningstar by any member, agent or construction team, does not alter, damage, or interfere in any way with the free flow of existing or future storm water reticulation, mains water supply or electrical reticulation, or in any way impede the free flow of vehicular and aircraft traffic.
- 2.2. No construction material or equipment is to be positioned or stored closer than 10m from the edge of any roadway or taxiway.
- 2.3. Portable toilets for construction workers must be provided by the corresponding Hangar Member at all hangar construction sites for the duration of the construction period. Such toilets may be shared by arrangement with other Hangar Members if approved by the Executive Committee in writing.
- 2.4. It shall be the Hangar Member's responsibility to ensure that all construction crew and staff remain on the hangar construction site.
- 2.5. The use of electricity from the Club's electrical supply for construction purposes is not permitted - all Hangar Members and their contractors are to supply their own generators required for this purpose.
- 2.6. Construction crews are not permitted elsewhere on the Morningstar premises under any circumstances without the written permission of a member of the Exco. Construction crew are not permitted to use any of the Club's facilities, including the clubhouse.
- 2.7. No construction work is to take place over weekends or on public holidays without the written approval of a member of the Exco.
- 2.8. No hangar structure may exceed 7m in height, measured vertically from natural ground level on the site to the highest point on the hangar roof.
- 2.9. No septic tanks may be used at Morningstar – all sewage (black water) shall be retained in a readily accessible approved conservancy tank in accordance with the approved Local Authority requirements and shall, at the members expense, be maintained and emptied on a regular basis.

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- 2.10. Hangar Members shall ensure that all roof rain water and side-space storm water is channeled in an acceptable manner approved by the Executive Committee Member: Airfield Planning in terms of Clause 1.5.3 above, to the nearest site storm water reticulation system, storm water sump or channel.
- 2.11. Hangar Members shall be responsible for ensuring that all builders' rubble/waste material is removed from site on a regular basis during construction and that none remains after completion of construction.
- 2.12. Electrical
- 2.12.1. Electrical Connections: The electrical supply to each hangar shall be limited to 25 Amps. The installation of this supply to a junction box/meter affixed to the rear of the hangar structure shall only be undertaken by the Club's approved electrical contractors and the cost thereof shall be borne by the Hangar Member. Hangar Members shall connect to this supply point at their own cost. Hangar Members are to contact the Morningstar Airfield Manager to arrange for this installation.
- 2.13. Water
- 2.13.1. Water Supply: Hangar Members shall connect a 15mm 'Polycop' supply from their hangar to the closest existing WCMC water mains connection point adjacent to their hangar. Water use shall be strictly controlled and irrigation of surrounding lawns shall be limited to a maximum of 15 minutes per day per hangar.
- 2.13.2. Water Drainage: Hangar Members shall ensure that all roof rain water and side-space storm water is channeled in a manner acceptable and approved by the Executive Committee Member: Airfield Planning in terms of Clause 1.5.4 above, to the nearest site storm water reticulation system, storm water sump or channel. In this respect, roof rain water shall be collected and directed towards the closest storm water channel/reticulation system in a controlled fashion (preferably in open surface concrete channels). Water shall not be permitted to flow onto any taxiway. Gutters shall be mandatory for roofs with overhanging eaves.
- 2.14. Right of Use Levies and other usage and availability service charges: see Appendix A to the Rules of the Club.

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3. TIMETABLE for ERECTION OF HANGARS

- 3.1. Hangar Members shall submit building plans to the Local Authority (Council) for planning approval within 3 months of date of payment of Hangar Membership for the applicable site.
- 3.2. Hangar Members shall complete the construction of the hangar as approved by Council within 12 months of date of payment of Hangar Membership for the applicable site.
- 3.3. Members who cannot meet these requirements may submit a motivation for a request for extensions to these periods. Such extensions shall only be valid where granted in writing by the WCMC Executive Committee.