



ABN: 79 419 622

WATTS BRIDGE MEMORIAL AIRFIELD INC.

ADMINISTRATION BY-LAWS

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(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 members are under obligation to familiarise themselves and comply with this document as a pre-requisite of their initial and continuing membership.

2.0 OBLIGATION & CONTROL

2.1 Watts Bridge Memorial Airfield Inc. (WBMA Inc.) is the owner of the land described as Lot 2 CSH2421, known as Watts Bridge Memorial Airfield. However, as a consequence of the previous lease arrangements that were in place prior to WBMA purchasing the land the following lease arrangements remain in place until 2023

- Head-lease – with WBMA Inc as Landlord and Somerset Regional Council (SRC) as Tennant
- Sub-lease – with SRC as landlord and WBMA Inc as Tennant
- Sub-sub-lease with WBMA Inc as Landlord and sub-sub-leaseholder as Tennant.

2.2 The two main provisions concern the airfield being located within the water catchment of the nearby Wivenhoe Dam thus we are constrained in what we produce in terms of waste, pollution and intensity of occupancy. Further, while Watts Bridge Memorial Airfield 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 WBMA Inc. itself has objectives and purpose. The WBMA 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 should thus be clearly aware that if, from time to time, a particular request for some form of activity is not approved, the Board of Management 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 MEMBERSHIP CONCEPT

Watts Bridge Memorial Airfield is a private airfield maintained for use by WBMA Inc. members from funds supplied by that membership. However, within the ideals of WBMA Inc. and the desirability of local public relations, use of the airfield is not exclusive to members. Friends of members should be able to fly in for social visits, people should be able to fly in for participation in aviation events and prospective members should be able to make evaluation visits. This form of free usage shall only be occasional and intermittent.

Any person or group wishing to use the airfield, its facilities or infrastructure, operate or base at, or from Watts Bridge Memorial Airfield must be members of the WBMA Inc. This is to ensure that every member contributes to the upkeep of the airfield. Any member whose membership is in arrears for greater than 90 days will be required to pay a new Joining Fee when they re-join WBMA.

Any person, or entity, conducting business at the airfield under an Approval to Operate, shall first and foremost be members of the WBMA Inc. and remain so while operating at Watts Bridge Airfield.

3.2 USAGE COSTS

Financial members of WBMA Inc. may conduct their own personal flying, including the carriage of friends and relatives, from the airfield at no further costs. Therefore, it is important for members to be prompt in paying their membership fees and for any individual or group who uses the airfield, facilities and infrastructure to be a member of WBMA Inc. a late fee will be charged for invoices and requests for reimbursement not paid within 60 days.

3.3 COMMERCIAL USAGE

Members intending any activity based at Watts Bridge Memorial Airfield that involves hire and reward shall require prior approval from the Board of Management (BoM). Members are referred to the following section. However, the requirements given are waived for the following cases:

- Members may freely buy and sell aircraft unless they intend to develop sales display areas.
- Hangar and chalet owners may make private arrangements for casual rental of space to other WBMA Inc. members. Storage of non-members aircraft for a period exceeding 7 days is prohibited and the hangar owner shall be financially responsible to WBMA Inc. for the payment of Membership fees including any applicable Joining fee for the period of the occupancy of each such aircraft.

Owners of commercial hangars may make private arrangements to rent space to ground based business operations. Such owners should take note that they shall be responsible to WBMA Inc. to make good any failure on the part of their tenant. Operators to comply with cleanliness, waste disposal, restraint or control restrictions upon substances or materials nominated by any relevant Authority. To this end a control provision of any Approval to Operate a ground-based facility is that every Operator renting space shall prove to WBMA Inc. that their landlord has been given, in writing, the restrictions WBMA Inc. is obliged to impose upon the particular operation. Whether this has in fact been done or not, building owners are reminded that their sub-sub-lease binds them to making good omissions on the part of their tenants, therefore they should check the extent of their potential responsibilities prior to entering agreements with tenants.

3.4 USER HARMONY

3.4.1. All members shall comply with the provisions of WBMA Inc. Flying Operation By-Laws, 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. Watts Bridge Memorial Airfield requires all members and visitors using the internal roads adhere to the signposted maximum Speed Limit of 20kph.

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 effect 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. All flying activity must be conducted between first light and last light. Night flying is not permitted.

3.6 FLY INS AND SPECIAL EVENTS

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

- Special Event – a themed event organised by a Home Base Group or other entity that is likely to involve non WBMA members attending the airfield. Examples would include the BVSAC Poker Run, aerobatic championships and Watts for Breakfast type events.
- Fly-in – a larger event likely to attract members of the public and a significant number of aircraft and generally involving organisation by more than a single Home Base Group or entity. Such an event would require additional infrastructure such as toilets and external catering.

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 perimeter roads of the airfield or approved paths and shall not enter onto taxiways or 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. Members 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 required to become a member of WBMA Inc.

Members or visitors who wish to tie-down for longer than 7 days must apply to the BoM for Approval.

3.9 TIE-DOWNS, CLEANLINESS & SAFETY

Watts Bridge Memorial Airfield 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 WBMA Inc. mower to achieve full mowing coverage.

3.10 PARKING AT AIR CHALETS & HANGARS

Owners of Air Chalets and 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

Leaseholders are required under Clause 13.6 of the Sub-Sub-Lease¹ to keep their property in a clean and tidy condition, not allow rubbish to accumulate and to have any grass on their property mowed regularly.

If not mowed as and when required or the property is in an unkempt and unsightly condition, WBMA Inc. will organise for their site(s) to be mowed and or cleaned and an invoice in accordance with the current Schedule of Fees will be issued to the Leaseholder without further notice.

3.12 CLUBS & ORGANISATIONS WITH GROUP IDENTITY

An association or group of members who operate at Watts Bridge Memorial Airfield and pursue particular interests as a recognisable club, organisation or group, but who do not elect to become a Home Base Group, shall be subjected to the same operational restraints as a Home Base Group. The executive committee members and committee members of an association, organisation, or group who are users of the airfield,

¹ Or any similar clause in any replacement lease.

facilities or infrastructure must be members of WBMA Inc. Members of an association, organisation, or group who use the airfield, facilities or infrastructure must also be members of Watts Bridge Memorial Airfield Inc.

3.13 NON-MEMBER USE OF THE AIRFIELD

Watts Bridge Memorial Airfield is a private airfield and is for members only. Any non-member or group who wishes to use the airfield, facilities or infrastructure for certain nominated activities must apply to the BoM for approval.

4.0 HOME BASE GROUP USAGE

4.1 ENTITLEMENT TO MEMBERSHIP

Home Base Group Membership may be applied for by any structured group that maintains objectives that are in common with WBMA Inc.'s objectives. Advantages of Home Base Group Membership include the right to represent the Group's interests through a representative on the Airfield Council and be given preference in leasing building sites for club/operational support facilities.

4.2 CONSTRAINTS UPON HOME BASE GROUP MEMBERS

Home Base Group Members are especially bound by the same obligations as any other Watts Bridge Memorial Airfield Inc. member to reduce any tendency for the airfield to become a free facility enjoyed by anybody on a regular basis while the facilities are paid for by a small Watts Bridge Memorial Airfield Inc. membership group. Individual Home Base Group Members must hold WBMA Inc. membership in order to use the airfield, facilities and infrastructure.

4.3 SOCIAL ACCESS

To assist Home Base Groups who may have members that are regular visitors to the airfield to attend club meetings etc., but do not require WBMA membership a Social Access fee may be applicable. The Social Access Fee allows members of Home Base Groups but who are not members of WBMA to attend Home Base Group meetings et. It does not allow the person to operate an aircraft at Watts Bridge Airfield. Refer to the current Schedule of Fees for the applicable fee.

5.0 COMMERCIAL OPERATORS

5.1 COMMERCIAL – POLICY

Watts Bridge Memorial Airfield, and the activities of WBMA 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 WBMA 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. WBMA Inc. encourages commercial operators to establish their businesses at the airfield to provide members with convenient access to flight training and services that support the on-going maintenance of their aircraft and their recreational flying experience.

5.1.2 The activities of all commercial operators must be located within the commercial hangar areas of the airfield.

5.2 COMMERCIAL OPERATORS – GENERAL CONSTRAINTS

5.2.1 The Principal(s) or Operator(s) must be a member of WBMA Inc. and maintain current financial membership status throughout the period of activity and any subsequent ownership of erected improvements.

5.2.2 All commercial operations must be conducted in accordance with an Approval to Operate.

5.2.3 Approval to Operate is given by the Board of Management after consideration of the submission of an Application for an Approval to Operate (see below).

5.2.4 The Operator must continue to operate only within the areas of Approval and continue to comply with WBMA 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.

5.2.5 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.

6.0 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 BoM is to assess that the proposed operation meets requirements which the BoM is duty bound to enforce.

6.1 ASSESSMENT SHALL BE MADE UPON THE FOLLOWING BASIS

- that the proposed operation is aligned with WBMA Inc. requirements
- that the principals, employees and other persons engaged in the operation have the qualifications to fulfil the requirements of the application
- that the Principal(s) or Operator(s) of the organisation applying for the Approval to Operate are members of WBMA Inc.
- the impact that the operation will have on the airfield and associated infrastructure and its members 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

6.2 APPLICATION REQUIREMENTS

6.2.1 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 available on the Watts Bridge website. A fee will be charged by the BoM in accordance with the Schedule of Fees applicable at the time of submission.

6.2.2 The BoM may grant an Approval to Operate at its sole discretion and may include limitations or restrictions it considers necessary.

6.2.3 Once issued, an Approval to Operate shall remain in force, subject to a yearly review to confirm compliance with all conditions of the Approval. A fee will be charged for the review in accordance with the Schedule of Fees applicable at the time of the review.

6.2.4 Despite the above the BoM may terminate an Approval to Operate at any time if the BoM at its sole discretion considers the requirements of the Approval to Operate are not being met.

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

6.2.6 The fees associated with an ATO are split into three components. Refer to the current Schedule of Fees for the fee payable.

- A one-off initial application fee covering the administrative work required to assess and grant of an Approval to Operate. The fee is non-refundable if an Approval to Operate is not granted.
- An annual airfield usage fee covering the ongoing use of the airfield by the commercial operator. This fee will be determined on a case by case basis and will be based on the type of commercial operation, the number of people/employees involved and the likely impact on the airfield.
- An annual review fee.

7.0 PROCEDURES FOR LEASEHOLDERS

7.1 PROCEDURE FOR PURCHASING AND SELLING OF SUB-SUB-LEASES

There is an established procedure for processing all purchases and sales of sub-sub-leases² 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 Watts Bridge Memorial Inc. Leaseholders Information Booklet which contains details of this procedure.

7.2 PROCEDURE FOR SUBMISSION AND APPROVAL OF A DEVELOPMENT APPLICATION

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 Watts Bridge Memorial Inc. Leaseholders Information Booklet which contains details of this procedure.

² Or any replacement lease.