

G-BHDE



Flying Syndicate
Socata TB10 (Serial #58)

CONSTITUTION AND RULES FOR SYNDICATE MEMBERS

Version 1.0 | April 2026

This document supersedes all previous versions.

Trustee	Robert Croucher
Engineering & Maintenance	John Parker
Treasurer	Michael Jackson
Home Aerodrome	Turweston Aerodrome (EGBT)
Aircraft	Socata TB10 (Serial #58)
Registration	G-BHDE

1.0 Introduction and Purpose

The G-BHDE Flying Syndicate (hereinafter referred to as “the Group”) is an equity-share based aircraft syndicate established under the laws of England and Wales for the purpose of providing its members with safe, affordable and enjoyable recreational flying in the Socata TB10 (Serial #58).

The Group runs on the principle that all Equity Members are co-owners of the Aircraft and related assets, and that its long-term viability depends upon mutual co-operation, financial prudence and strict adherence to these Rules.

This document is the Constitution and Rules of the Group (the “Rules”). It is legally binding upon all Members from the date of their admission. The Rules shall be interpreted by the laws of England and Wales.

2.0 Definitions

In these Rules, unless the context otherwise requires:

- "Aircraft" means the Socata TB10 (Serial #58), registration G-BHDE, together with all associated equipment, documents, and spares.
- "Equity Member" means a member who holds a registered equity share in the Group following Rule 4.
- "Non-Equity Member" means a person admitted by invitation and Supermajority Vote to fly the Aircraft on a non-ownership basis following Rule 4.3.
- "Financial Year" means the period from 1 July to 30 June of the following calendar year.
- "Tacho Hour" means one hour of engine operation as recorded by the Aircraft's hour-meter (tachometer), being the unit used for all flying charges.
- "Flying Rate" means the composite per-Tacho-Hour charge applicable to each category of Member, as set out in Rule 13 and Schedule 1.
- "Fuel Rate" means the prevailing pump price per litre at the Home Aerodrome, as updated by the Treasurer following Rule 13.3.
- "Engine Fund Contribution" means the per-Tacho-Hour contribution to the Reserve Fund for engine overhaul, set at £35 per Tacho Hour.
- "Reserve Fund" means the ring-fenced capital account maintained by the Group in accordance with Rule 14.
- "Supermajority Vote" means a vote in favour by at least 66% (two-thirds) of all Equity Members eligible to vote, calculated on the total membership, not merely those present.
- "Trustee" means Michael Jackson, or any successor appointed following Rule 6.
- "Monthly Subscription" means the fixed monthly standing charge of £250, payable by all Members — whether Equity or Non-Equity — as described in Rule 13.2.
- "Excess Liability Amount" means twice the prevailing insurance excess as defined in Rule 10.2.

3.0 Group Concept and Strategic Intentions

3.1 Shared Ownership Philosophy

The Group exists to make light aircraft ownership accessible and economically sustainable for its members. The Socata TB10 G-BHDE is jointly owned by the Equity Members, each of whom shares proportionately in the benefits, costs, and responsibilities of ownership. Non-Equity Members take part by invitation and enjoy flying privileges without holding an ownership interest.

3.2 Financial Self-Sufficiency

The overriding financial aim of the Group is to maintain sufficient funds at all times to meet all known and foreseeable costs, and to carry a reasonable buffer against unforeseen expenditure, with the goal of minimising — and wherever possible entirely avoiding any requirement for Equity Members to contribute additional funds beyond their Monthly Subscription and Flying Rate charges. This principle of self-sufficiency shall take precedence over the distribution of surplus funds. Surpluses shall be directed to the Reserve Fund in the first instance, unless a Supermajority Vote decides that a specific use of surplus funds (such as an agreed upgrade or capital purchase) better serves the Group's interests.

3.3 Reserve Fund Purpose

The Reserve Fund is specifically intended to provide capital for:

- Engine overhaul or replacement at or before the manufacturer's Time Between Overhaul (TBO) limit for the Lycoming O-360 series engine fitted to G-BHDE, or earlier if required by the Approved Maintenance Organisation.
- Propeller overhaul or replacement.
- Avionics upgrades and replacements, including navigation systems, communication equipment and any items mandated by airspace regulation changes (such as Mode S transponder upgrades or ADSB-OUT requirements).
- Major airframe repairs not fully recovered under the insurance policy.
- Any other capital expenditure arising from unforeseen technical, regulatory or safety requirements.

3.4 Override by Member Vote

The financial self-sufficiency principle in Rule 3.2 may be set aside by a Supermajority Vote of Equity Members where the Group agrees that a specific discretionary expenditure such as an avionics upgrade, interior refurbishment, or equipment purchase justifies drawing on the Reserve Fund or levying an added contribution. Any such resolution must clearly say the amount, purpose, and method of funding.

4.0 Equity Structure and Share Ownership

4.1 Equity Shares

The Group comprises six (6) equity shares of equal value. Each Equity Member holds one share, being an equal and undivided one-sixth interest in the Aircraft and all associated Group assets. Equity shares shall be registered with the Trustee and evidenced by a Share Certificate issued upon admission.

4.2 Capped Liability

The maximum financial liability of any Equity Member in respect of the Group's debts, obligations and costs shall not exceed the value of their equity share as declared at the most recent Annual Review, save only for:

- Their proportionate liability for any insurance excess payable under Rule 10 because of their own actions as Pilot in Command.
- Any arrears of Monthly Subscriptions or Flying Rate charges lawfully due and unpaid by that Member.

This cap reflects the co-ownership nature of the Group and the principle that no Member shall be exposed to open-ended personal liability for Group obligations beyond their share value.

4.3 Non-Equity Members

The Group is primarily an equity syndicate. However, by invitation and upon a Supermajority Vote of Equity Members, the Group may admit one or more Non-Equity Members up to a maximum of six (6). Non-Equity Members shall:

- Enjoy flying privileges on the same booking terms as Equity Members, subject to these Rules.
- Pay a Monthly Subscription of £250, subject to review annually.
- Pay the Non-Equity Flying Rate as set out in Rule 13.4, which incorporates a Non-Equity Premium to reflect their non-ownership status.
- Hold no ownership interest in the Aircraft or Group assets and shall have no vote on any Group decision.
- Be subject to all safety, currency, and conduct requirements applicable to Equity Members.
- Be admitted only while the total number of Members (Equity and Non-Equity combined) does not exceed the number that the booking system can accommodate fairly and equitably.

Upon admission, a Non-Equity Member shall commit to a minimum membership period of six (6) consecutive calendar months, during which Monthly Subscriptions shall be payable in full regardless of flying activity.

Where a Non-Equity Member ceases membership and subsequently seeks to rejoin the Group after a break exceeding thirty (30) days or two missed Monthly Subscription (whichever is greater), any re-admission shall constitute a new membership. In such cases, the minimum six (6) month commitment shall apply again from the date of re-admission.

Non-Equity Membership may be revoked by Supermajority Vote at any time, with one calendar month's written notice. Upon revocation, the Non-Equity Member shall have no claim against the Group for any contribution made.

5.0 Objectives of the Group

The primary aims of the Group are:

- To provide safe, economical, and enjoyable recreational flying for all Members.
- To keep G-BHDE to the highest practicable standard of airworthiness.
- To run the Aircraft in full compliance with UK Civil Aviation Authority (CAA) regulations, the Air Navigation Order and all applicable airspace requirements.
- To manage the Group's finances responsibly, building and maintaining the Reserve Fund in accordance with Rule 14.
- To foster a collegial, cooperative, and respectful community among Members.

6.0 Governance and Officers

6.1 Appointed Officers

The Group shall be administered by three appointed Officers, each serving a defined role. The current appointments are:

Trustee	Legal representative and overall administrator of the Group. Holds the Group's assets in trust on behalf of all Members and works with regulators as needed on behalf of the group. Works with treasurer to maintain bank accounts.
Engineering & Maintenance	Responsible for monitoring the Aircraft's maintenance schedule, recording flying hours, liaising with the Approved Maintenance Organisation and ensuring all airworthiness documentation is current.
Treasurer	Responsible for financial record-keeping, invoicing Members for Flying Rate charges, maintaining the Reserve Fund account and producing financial reports for the AGM. Maintains bank accounts.

Officers are appointed by Supermajority Vote and shall serve until they resign, are incapacitated, or are removed by Supermajority Vote. In the event of a vacancy, the remaining Officers shall jointly exercise the vacant role on an interim basis pending election.

6.2 Trustee Responsibilities

In addition to the general duties set out above, the Trustee shall:

- Vet and admit new Members following Rule 7.
- Convene Group meetings and circulate agendas and minutes.
- Maintain the Member register and share certificates.
- Maintain insurance arrangements and ensure the policy reflects current membership.
- Implement decisions made by Equity Members in accordance with these Rules.
- Act as the Group's point of contact with the CAA, AAIB and other authorities.

7.0 Membership Requirements and Admission

7.05 Pre-Admission Competency Assessment and Training

Notwithstanding any other provision of these Rules, no person shall be admitted as either an Equity Member or a Non-Equity Member until they have first completed a competency assessment conducted by a Group-approved Flying Instructor.

The purpose of this assessment is to determine whether the applicant is of a sufficient standard to operate the Aircraft safely as Pilot in Command within the Group environment.

Where the assessing instructor determines that the applicant does not yet meet the required standard, the applicant shall be required to undertake such additional training as the instructor considers necessary. All such training shall be conducted with the same instructor unless otherwise agreed by the Trustee.

During this assessment and training period:

- The applicant shall not be considered a Member of the Group for any purpose.
- No Monthly Subscription shall be payable; and
- All flying undertaken shall be charged at the applicable Flying Rate plus an added surcharge of £20 per Tacho Hour in lieu of monthly subs.

Upon the instructor confirming in writing that the applicant has reached the required standard, the Trustee shall start the formal admission process in accordance with Rule 7.3.

Where the applicant is subsequently admitted to membership, Monthly Subscriptions shall commence from the first day of the calendar month immediately following their admission.

7.1 Eligibility — All Members

To be eligible for membership (whether Equity or Non-Equity) a prospective Member must, at the time of application and throughout their membership:

- Hold a valid UK CAA or EASA Part-FCL licence (PPL(A) or higher, or such other licence as the Trustee may approve in writing) endorsed for single-engine piston aircraft.
- Hold a valid and current medical certificate appropriate to their licence class.
- Maintain currency in accordance with CAA requirements and Rule 12.
- Have accumulated a minimum of 5 hours total flight time on the Socata TB10 type (or such closely related Socata type as the Trustee may approve) before flying G-BHDE as Pilot in Command without direct supervision.
- Have completed a minimum of period of flying hours in G-BHDE itself as deemed necessary under the supervision of an approved instructor or a qualifying Equity Member (see Rule 7.2) before acting as unsupervised Pilot in Command.
- Not have been previously excluded from any flying syndicate, flying club or aero club for reasons of misconduct, unsafe airmanship, or financial irregularity.

7.2 Competency Sign-Off

The competency sign-off described in this Rule applies only after completion of the pre-admission assessment and any required training under Rule 7.05.

Before any new Member may fly G-BHDE as unsupervised Pilot in Command they must be signed off as competent by one of the following:

- A CAA-authorized Flying Instructor (FI(A)) acceptable to the Trustee; or
- An Equity Member who holds a current rating on the TB10 type and who, in the reasonable judgement of the Trustee, has sufficient experience of the type (typically a minimum of 25 hours on TB10) to be able to assess and attest to the applicant's competency.

The sign-off must be recorded in writing, signed by the signing-off Member or Instructor, and filed with the Trustee before unsupervised flying is allowed. The sign-off shall confirm that the applicant has proven satisfactory handling of the Aircraft including normal and emergency procedures, and that the signing Member or Instructor is satisfied the applicant is safe to fly the Aircraft without supervision.

7.3 Application and Vetting Process

Prospective Members shall apply to the Trustee in writing. The process shall include:

1. An introductory meeting or call with the Trustee to discuss the Group's Rules, culture, and financial obligations.
2. Provision of copies of the applicant's licence, medical certificate, rating renewals and a logbook extract proving recent experience.
3. Completion of the pre-admission assessment and any required training under Rule 7.05, together with the supervised hours and competency sign-off requirements in Rules 7.1 and 7.2.
4. Notification of all existing Equity Members of the proposed admission, with a 14-day period in which any objection may be raised in writing to the Trustee. Any objection shall cause the application to be put to a Supermajority Vote.
5. Payment of the agreed share purchase price (Equity) or admission fee (non-equity) prior to commencement of flying.

7.4 Ongoing Requirements

All Members must, as a condition of continued membership:

- Maintain their licence, medical and rating in a valid and current state. Failure to do so will result in the immediate suspension of flying privileges until currency is restored and confirmed to the Trustee in writing.
- Supply the Trustee with updated copies of their licence, medical and relevant ratings within 14 days if requested.
- Complete a minimum of three take-offs and landings as handling pilot on a single-engine piston aircraft within any 90-day period. Members who fall below this threshold must complete a check flight with an approved instructor or approved equity member before resuming unsupervised command of the Aircraft.
- Pay all Monthly Subscriptions and Flying Rate charges as and when they fall due.

7.5 Share Transfers and Departing Members

An Equity Member who wishes to leave the Group shall notify the Trustee in writing. The departing Member shall continue to pay Monthly Subscriptions until a replacement Member has been found and their share transferred. Failure to continue payments will result in the suspension of flying privileges but does not extinguish the departing Member's equity interest.

The Trustee shall declare annually a nominal reference value for each equity share. The actual sale price shall be negotiated between vendor and purchaser. On completion of the sale, the net proceeds shall be paid to the departing Member after deducting all outstanding liabilities to the Group.

7.6 Group Buyback Option

Where an Equity Member indicates in writing their intention to sell their share, the Group shall have the right, but not the obligation to purchase that share directly, provided that:

- **Sufficient funds are available:** the Group holds funds (excluding the Reserve Fund, which shall not be used for share buybacks without a separate Supermajority Vote) sufficient to complete the purchase without prejudicing its ability to meet ongoing operating costs and maintenance obligations.
- **A Supermajority Vote is passed:** the Equity Members resolve by Supermajority Vote to exercise the buyback option within 21 days of the selling Member's written notice.
- **A mutually agreed price is reached:** the Group and the selling Member agree in writing on the purchase price. For the avoidance of doubt, the buyback price will typically be at a modest discount to the open market value that the selling Member might otherwise achieve, reflecting the certainty, speed and convenience of a direct sale to the Group compared to marketing the share externally. The precise discount shall be agreed between the parties and documented in writing; neither party is obliged to accept any particular price.

If the Group does not exercise the buyback option within the 21-day window, or if the parties cannot agree a price, the selling Member shall be free to market the share externally in accordance with the normal share transfer process in Rule 7.5. A Group-purchased share may later be offered to a new incoming Equity Member at a price determined by the Trustee, with any uplift being retained by the Group and directed to the Reserve Fund.

8.0 Decision Making and Voting

8.1 General Principle

The Group shall endeavour to take decisions by consensus. Where consensus cannot be reached, decisions shall be made by vote of Equity Members only. Non-Equity Members have no voting rights. Each Equity Member holds one vote.

8.2 Supermajority Decisions — 66% Threshold

The following decisions shall require a Supermajority Vote of no fewer than 66% of all Equity Members eligible to vote (calculated on total Equity Membership, not merely those attending any meeting):

- Amendment of these Rules.
- Appointment or removal of any Officer.
- Admission or removal of a Non-Equity Member.
- Any capital expenditure not included in the approved annual budget.
- Any change to the Aircraft type, registration or material specification.
- Any avionics or equipment upgrade programme.
- Drawdown from the Reserve Fund for non-budgeted items.

- Any proposal to wind up the Group.
- Any proposal to change the Home Aerodrome.
- Waiver or reduction of the Excess Liability Amount under Rule 10.3.

Proxy votes and postal/electronic votes shall be accepted and counted toward the 66% threshold.

8.3 Simple Majority Decisions

All other decisions, including approval of the annual budget, amendments to the annual Flying Rate and Monthly Subscription, and routine operational matters, shall be decided by simple majority of Equity Members voting.

8.4 Meetings

An Annual General Meeting (AGM) shall be held in April or May of each year. A Special General Meeting (SGM) may be called by the Trustee or upon the written request of at least two Equity Members. Notice of any meeting shall be given in writing at least 14 days in advance, with proposed resolutions circulated at the same time where possible.

8.5 Deadlock resolution

In the event of a tied vote on any matter requiring a simple majority decision, the Trustee shall have a casting vote in addition to their ordinary vote. The Trustee shall exercise this casting vote in the best interests of the Group, having regard to safety, financial prudence, and fairness to all Members.

9.0 Flying Entitlements, Bookings and Usage

9.1 General Entitlement

All Members — Equity and Non-Equity are entitled to fly the Aircraft subject to these Rules, the booking system and the Aircraft's availability. No Member has an absolute entitlement to any particular day or time slot.

9.2 Booking System

The Group runs an online booking system, details of which shall be notified to Members on admission. The booking system is the sole master reference for all scheduling. All Members must use it for every intended use of the Aircraft. Bookings are made on a first-come, first-served basis.

9.3 Advance Bookings Limit

To ensure fair access for all Members, no single Member shall hold more than four (4) advance bookings in the diary at any one time. Each booking may cover part of a day or a full day.

9.4 Maximum Booking Duration

No single continuous booking shall exceed five (5) consecutive calendar days without the prior written approval of the Trustee. Requests for extended trips must be submitted as early as possible. Members planning trips of any significant duration must consult the Engineering Liaison Member in advance to confirm that sufficient hours are available before the next scheduled maintenance check.

9.5 Annual Flying Hours Limit

No Member shall fly more than 50 Tacho Hours on G-BHDE in any Financial Year (1 April to 30 March) without the prior written approval of the Trustee and a simple majority vote of Equity Members. This limit applies equally to Equity and Non-Equity Members.

9.6 Late Cancellation Charge

Where a Member cancels a booking with less than 24 hours' notice before the booked start time, a late cancellation charge shall be levied as follows:

- Where the cancellation is for reasons other than adverse weather (as reported by the relevant official meteorological service) or confirmed Aircraft unavailability: the full Engine Fund Contribution for one hour shall be charged, being £35. This charge reflects the opportunity cost to the Group and to other Members who may have been unable to book the same slot.
- Where the cancellation is due to adverse weather or confirmed Aircraft unavailability: no charge shall be levied. The cancelling Member should notify the Trustee or Engineering Liaison at the earliest opportunity so the slot can be made available to others.

9.7 Cancellations and Handovers

Where a booking is no longer required, Members must cancel or amend it in the online system as early as possible. Where a flight overruns a booking, the Member must immediately notify the holder of any subsequent booking. Persistent failure to comply with booking etiquette shall be treated as a breach of these Rules and may lead to disciplinary action under Rule 11.

10.0 Accidents, Incidents and Financial Liability

10.1 Duty to Report

The Pilot in Command of any flight during which any of the following occurs must report the matter to the Trustee and Engineering Liaison Member as soon as practicable and in all cases within 24 hours:

- Any accident, incident or serious incident as defined under the Air Accidents Investigation Branch (AAIB) mandatory reporting requirements.
- Any damage to the Aircraft, however apparently minor, including bird strikes, hard landings, runway excursions and ground handling damage.
- Any mechanical or technical defect discovered during or immediately after flight.
- Any occurrence that may give rise to an insurance claim or third-party liability.

Members must comply with all mandatory reporting obligations to the CAA, AAIB and any other relevant authority. The Trustee shall preserve all relevant documentation pending investigation.

10.2 Financial Liability — The Excess Liability Amount

In the event of an accident resulting in damage to the Aircraft, the Pilot in Command at the time shall be personally liable to the Group for the **Excess Liability Amount**, defined as **two (2) times the prevailing insurance excess** as stated in Schedule 1 at the time of the accident. For the purposes of these Rules, and until otherwise notified to Members in writing, the insurance excess shall be treated as £1,000 (provisional).

The Excess Liability Amount is calculated as follows:

- One times the insurance excess to reimburse the Group for the actual insurance excess payable to the insurer, which is not covered by the policy.
- One additional times the insurance excess to compensate the Group for the opportunity cost arising from the unavailability of the Aircraft during repair, including the consequential loss of Flying Rate income and Reserve Fund contributions that would otherwise have accrued during the period the Aircraft is unavailability.

The Excess Liability Amount shall be payable to the Treasurer within 30 days of the Trustee's written demand, or within 30 days of the completion of the insurance settlement, whichever is earlier.

If the full Excess Liability Amount has not been paid in full within **90 days of the date of the incident**, the Pilot in Command's equity share shall be **automatically forfeit** without further notice or legal process, irrespective of whether disciplinary proceedings have been initiated. Upon forfeiture, the Trustee shall be authorised to offer the share for sale at the reference value declared under Rule 7.5. The proceeds shall first be applied to satisfy the outstanding Excess Liability Amount in full. Any surplus shall be paid to the former Member. If the proceeds are insufficient to meet the full Excess Liability Amount, the former Member remains personally liable for the shortfall. This forfeiture provision is separate from and not contingent upon any ongoing insurance settlement process; the Member's obligation to the Group arises at the date of the incident.

10.3 Exceptions — Maximum 50% Reduction

The Trustee may recommend to the Group, and the Group may resolve by Supermajority Vote, to reduce the Excess Liability Amount payable by the Pilot in Command where the Trustee and at least one other Equity Member are satisfied that the accident arose from circumstances genuinely outside the pilot's reasonable control, including:

- An Act of God or force majeure, including bird strike causing structural damage, severe and un-forecast weather, or aerodrome surface failure.
- Proven mechanical or structural failure of the Aircraft not caused or contributed to by the actions or omissions of the Pilot in Command.

Any such reduction shall not exceed **50% of the total Excess Liability Amount**. The minimum payable by the Pilot in Command, even where a full exception is granted, shall be **50% of the Excess Liability Amount**. This minimum is non-negotiable and cannot be waived by any vote.

Any claim for an exception must be supported in writing by the Pilot in Command within 14 days of the incident. The Trustee shall consider the submission before making any recommendation to the Group.

10.4 Suspension Pending Investigation

Where a member is involved in a significant accident or incident, the Trustee may suspend that Member's flying privileges as a precautionary measure pending investigation. Such suspension shall be proportionate and reviewed at the earliest opportunity. No reimbursement of Monthly Subscriptions shall be made for any period of precautionary suspension.

10.5 Serious Airmanship Breaches

Where the Trustee and at least one other Equity Member are satisfied that a Member has committed a serious breach of airmanship — including but not limited to operating outside the Aircraft's published limitations, VFR into IMC, flight into controlled airspace without clearance, or flight while medically unfit — the Trustee may suspend that Member and convene an SGM to consider termination under Rule 11.

11.0 Disciplinary Procedures and Termination of Membership

11.1 Grounds for Action

Membership of the Group may be suspended or terminated on the following grounds:

- Financial arrears as described in Rule 13.6 or Rule 13.7.
- Serious breach of airmanship or conduct endangering the Aircraft, passengers or third parties.
- Conduct incompatible with the cooperative nature of the Group.
- Breach of any provision of these Rules not remedied within a reasonable time following written notice.

11.2 Process

Before any termination is implemented, the Member concerned shall receive written notice of the allegations and a reasonable opportunity to respond in writing. The Trustee shall convene an SGM to consider the matter. A simple majority of Equity Members shall be sufficient to end membership for financial arrears. A Supermajority Vote shall be required for termination on grounds of airmanship breach or conduct.

11.3 Consequences of Termination

Upon termination, the Member's flying privileges shall immediately cease. For Equity Members, the Trustee shall place the share on the market at the reference value declared under Rule 7.5 and, on sale, shall pay the net proceeds to the former Member after deducting all outstanding liabilities.

12.0 Flying Standards and Requirements

All Members must operate G-BHDE in strict accordance with the Socata TB10 Pilot's Operating Handbook and the Group's Checklist. The following rules apply at all times:

- Only Members of the Group (Equity and Non-Equity) and students under the supervision of a Group-approved instructor are insured to act as Pilot in Command.
- No Member shall allow any person who is not a Group-approved instructor to occupy the left seat or handle the controls during take-off, landing or any critical phase of flight.
- Where two Members fly together, P1 time may be shared by agreement, with each logging their respective portion. The combined total must equal the total flight duration.
- Every flight must be recorded in the Tech Log: brakes-off and brakes-on times, Tacho start and finish readings, and departure and destination aerodromes.
- Members must report Tacho start, finish, departure and destination to the Engineering Liaison Member promptly after each flight.
- The Pilot in Command is absolutely responsible for ensuring that the Aircraft has sufficient hours available before the next scheduled maintenance check before commencing any flight.

13.0 Finance, Charges and Periodic Cost Review

13.1 Funding Structure

The Group is funded by:

- Monthly Subscriptions payable by all Members (initially £250 per month; see Rule 13.2 for the differential that applies once Equity and Non-Equity rates diverge) regardless of flying activity.
- Flying Rate charges per Tacho Hour flown (rates differ between Equity and Non-Equity Members as set out in Rules 13.3 and 13.4).

Monthly Subscriptions cover fixed costs including insurance, hangarage, routine maintenance, and a contribution to the Reserve Fund. Flying Rate charges cover variable costs including fuel, the Engine Fund Contribution and other per-hour costs.

13.2 Monthly Subscription

At the date of adoption of these Rules, all Members whether Equity or Non-Equity pay a Monthly Subscription of **£250** per month by standing order to the Group's bank account, payable within the first 5 days of each month.

The Monthly Subscription for both Equity and Non-Equity Members shall be reviewed annually at the AGM. The initial rate is the same for both categories. However, once the rates for Equity and Non-Equity Members first diverge following a vote of the Equity Members, the following differential shall apply permanently thereafter:

- **Equity Members:** the rate as agreed at the relevant AGM.
- **Non-Equity Members:** The Equity Member rate plus **£50 per month**, at all times and regardless of the absolute level of the Equity subscription. This £50 differential reflects the non-ownership premium for non-equity participation and shall not be reduced below £50 without a Supermajority Vote.

For the avoidance of doubt: if the Equity subscription is revised upward or downward, the non-equity subscription shall move by the same amount, always keeping a minimum £50 differential. This structure ensures that the relative cost of non-equity membership is transparent and predictable.

13.3 Equity Member Flying Rate

Equity Members shall pay a Flying Rate per Tacho Hour comprising the following components:

Component	Basis	Rate
Fuel Cost	Prevailing Fuel Rate (pump price per litre × estimated consumption) updated as per Rule 13.5	At cost — varies
Engine Fund Contribution	Fixed contribution to the Reserve Fund for engine overhaul. For pre-agreed dry rate flying, the £35 shall still be payable	£35.00 per Tacho Hour
Home Landing Fee	Nominal charge for Turweston landing and use of facilities	£3.00 per flight
Total (excl. variable fuel)	Minimum fixed element of Flying Rate	£38.00 + fuel

The fuel element of the Equity Flying Rate shall be updated by the Treasurer in accordance with Rule 13.5. The Engine Fund Contribution and Home Landing Fee elements are fixed until revised at an AGM.

13.4 Non-Equity Member Flying Rate

Non-Equity Members shall pay a Flying Rate per Tacho Hour comprising the same components as Equity Members, plus a Non-Equity Premium reflecting their non-ownership status:

Component	Basis	Rate
Fuel Cost	As for Equity Members — prevailing Fuel Rate	At cost — varies Currently £1.94
Engine Fund Contribution	Same as Equity rate	£35.00 per Tacho Hour
Non-Equity Premium	Additional charge reflecting non-ownership participation	£20.00 per Tacho Hour
Home Landing Fee	Same as Equity rate	£3.00 per flight
Total premium over Equity	Non-Equity pays £20 per Tacho Hour more than Equity Members	+£20.00 per Tacho Hour

The Non-Equity Premium of £20 per Tacho Hour shall be reviewed at each AGM.

Worked examples

- 1 – Equity member – $(£1.94 \times 37) + £3 + £35 = £110$ (rounded up to nearest pound)
- 2 – Non-Equity member $(£1.94 \times 37) + £3 + £35 + £20 = £130$ (rounded up to nearest pound)

13.5 Interim Fuel Rate Adjustments

Recognising that aviation fuel prices can change materially between Annual Reviews; the Treasurer is authorised to adjust the fuel element of the Flying Rate at any time where the pump price per litre at Turweston (EGBT) moves by more than or less than

5 pence per litre from the price used to calculate the current Flying Rate. Such adjustments do not require a member vote.

All interim fuel rate adjustments shall be notified to all Members using the Group's agreed communication channel, currently the Group WhatsApp. Notifications must include the previous rate, the new rate and the pump price movement triggering the change. The Treasurer shall maintain a written log of all interim adjustments including the date, previous price, new price and effective date.

In the event that a significant variance in the fuel price has occurred and the Treasurer has not yet issued an interim adjustment — or where an adjustment was delayed — the Group reserves the right, by simple majority vote of Equity Members, to request that Members who flew the Aircraft during the intervening period contribute the difference between the rate they were charged and the rate that would have applied had the adjustment been made at the correct trigger point. This retrospective adjustment mechanism exists solely to ensure that the Group does not suffer a financial shortfall because of delayed rate updates; it is not punitive in nature and shall be applied proportionately and only where the aggregate underpayment is material to the Group's finances.

13.6 Annual Cost Review

At the AGM each year the Treasurer shall present:

- Full accounts for the preceding Financial Year.
- A proposed budget for the forthcoming Financial Year.
- Proposed Monthly Subscription and Flying Rate figures for the new year, considering cost inflation (with reference to the UK CPI/RPI), insurance premium changes, maintenance cost trends and the Reserve Fund target.
- An assessment of the Reserve Fund balance against the target and a proposed contribution rate to achieve or maintain the target within a three-year planning horizon.

Revised rates agreed at the AGM take effect from 1 July of the relevant Financial Year. Members shall receive no fewer than 30 days' written notice of any rate changes.

13.7 Arrears and Forfeiture of Equity

Monthly Subscriptions falling more than 45 days in arrears shall result in the immediate suspension of the Member's flying privileges. Flying Rate charges in arrears for more than 45 days following written demand may, at the Trustee's discretion, also result in suspension of flying privileges. During any period of suspension for financial reasons, all outstanding amounts (Monthly Subscriptions, Flying Rate charges, late cancellation charges and any other amounts due) must be settled in full before flying access is reinstated.

Where an Equity Member does not pay their Monthly Subscription for **twelve (12) consecutive months** (equivalent to one full calendar year), their equity share shall be **automatically forfeit** without further notice or legal process. Upon forfeiture, the Trustee shall be authorised to treat the share as unencumbered and to offer it for sale at the reference value declared under Rule 7.5. The proceeds of sale shall first be applied to all outstanding liabilities owed by the former Member to the Group. Any surplus shall be paid to the former Member minus a 5% administration fee. If the sale proceeds are insufficient to cover all outstanding liabilities, the former Member is still personally liable for the shortfall.

An Equity Member who misses one or more Monthly Subscriptions but does not reach the 12-month threshold shall not forfeit their equity interest, provided they settle all outstanding amounts before resuming flying.

13.8 Member Personal Costs in the Event of Away-From-Base Unserviceability

Where the Aircraft becomes unserviceable away from the Home Aerodrome (Turweston EGBT) or the Group's approved maintenance base, the following allocation of costs shall apply:

- **Aircraft costs:** all costs associated with the Aircraft itself — including engineer attendance, parts, ferry flights and any other expenditure required to return the Aircraft to an airworthy condition — shall be borne by the Group in accordance with the normal engineering and maintenance process under Rule 15.
- **Member personal costs:** the Member who was flying the Aircraft at the time of the unserviceability shall be **solely responsible for all personal expenses** incurred as a result of the disruption, including but not limited to: accommodation, subsistence, alternative transport home, car hire and any other costs of repatriating themselves to their normal place of residence. The Group shall bear no liability for these personal costs under any circumstances.

This allocation reflects the principle that mechanical unserviceability is an inevitable aspect of aircraft operation and a shared Group risk, whereas personal travel disruption costs are an individual risk accepted by each Member when they choose to fly the Aircraft away from base. Members are encouraged to consider whether their personal travel insurance provides cover for such eventualities. Once an incident of this nature is resolved and the aircraft can be repositioned back to base, the pilot in command at the time of the incident will be responsible for undertaking the repositioning.

14.0 Reserve Fund Management

The Reserve Fund shall be held in a separately designated savings or reserve account, entirely distinct from the Group's current operating account. Monies in the Reserve Fund shall not be used for ordinary operating costs.

Drawdown from the Reserve Fund for budgeted maintenance items included within the approved annual budget may be authorised by the Trustee and Treasurer acting jointly. Drawdown for any non-budgeted item requires a Supermajority Vote.

The target Reserve Fund balance, the current balance and the projected time to reach the target shall be reported to Members at each AGM. The target shall be set with reference to the estimated cost of an engine overhaul at the time of each review.

15.0 Maintenance and Airworthiness

G-BHDE shall be maintained by a CAA-approved organisation. No maintenance, repair or modification work shall be authorised except by the Trustee or the Engineering Liaison Member. In the event of unserviceability away from Turweston Aerodrome (EGBT), the Member concerned shall contact the Engineering Liaison Member or Trustee immediately before authorising any repair work.

Members must not fly the Aircraft beyond its certified maintenance hours limits. The hours available before the next inspection are recorded in the Technical Log. It is the absolute responsibility of the Pilot in Command to verify this before each and every flight.

16.0 Insurance

The Group shall always maintain a comprehensive aviation insurance policy covering hull, third-party liability and passenger liability. The policy shall insure all current Equity and Non-Equity Members as Pilot in Command. A summary of current policy terms shall be circulated to all Members annually and when renewed.

Only current Members of the Group and students under the direct supervision of a Group-approved instructor are insured to fly the Aircraft as Pilot in Command. Non-members, even if qualified pilots, may fly only as passengers.

17.0 Winding Up

17.1 Proposal to wind up the group

If a proposal to wind up the Group is supported in writing by at least 50% of Equity Members, the Trustee shall convene a meeting and put the matter to a written ballot. A Supermajority Vote (66%) shall be required. In the event of winding up, all assets shall be liquidated, all Group liabilities settled, and the remaining proceeds distributed to Equity Members pro rata to their equity shareholding. Non-Equity Members shall have no entitlement to any distribution of assets.

17.2 Group continuity following aircraft write-off

In the event that the Aircraft is declared a total loss or constructive total loss under the Group's insurance policy (a "Write-Off"), the intention of the Group shall be to continue operating as a flying syndicate wherever reasonably practicable. Upon receipt of the insurance settlement, the Trustee and Treasurer shall:

- Assess the total funds available, including insurance proceeds and existing Group funds; and
- Present to Members one or more options for the acquisition of a suitable replacement aircraft of broadly comparable type, performance and operating cost.
- The Group shall use reasonable endeavours to acquire a replacement aircraft within a period of 12 months from the date of settlement.

If, within that 12-month period:

No suitable replacement aircraft can be identified and agreed; or A Supermajority Vote of Equity Members determines that the Group should not continue, then the Group shall proceed to winding up in accordance with Rule 17.

During any interim period following a Write-Off, the Trustee may recommend temporary adjustments to Monthly Subscriptions or other charges, subject to approval by simple majority of Equity Members.

18.0 Acceptance of Rules

All Members are required to read, understand and sign a declaration confirming acceptance of these Rules and any amendments subsequently notified to them. Prospective Members must sign this declaration before being admitted. Rules may be amended only by Supermajority Vote at a properly convened meeting, with proposed amendments circulated in advance wherever possible to allow postal or electronic proxy votes.

19.0 Founding period private addendum

19.1 At the date of adoption of these Rules, the three Founding Members of the Group — being John Parker (Original Owner) and two incoming equity members, Michael Jackson and Robert Croucher, — have entered into a private supplemental agreement entitled the "Founding Member Break Clause Addendum" (the "Addendum"). The Addendum is a private document between those three individuals and its terms are not incorporated into these Rules.

19.2 The Addendum relates solely to the initial 12-month period following the Group's formation (the "Founding Period") and sets out arrangements between the Founding Members in the event that the Group is unable to recruit sufficient equity members during that period. It provides for a structured review and a possible sale of the Aircraft, with a defined distribution of proceeds, if specific conditions are met. The distribution waterfall ensures that each incoming equity member receives their original capital contribution back net of their proportionate share of the Group's running costs during the Founding Period, before any residual proceeds are returned to the Original Owner. The minimum sale price floor scales automatically with the number of additional members admitted, so as to preserve the Original Owner's recoverable position.

19.3 The Addendum will lapse automatically upon the earliest of: (a) the Group reaching five or more active equity members during the Founding Period; (b) the Founding Period expiring without the conditions for a sale review being met; or (c) all three Founding Members agreeing in writing to end it. Upon lapse, these Rules shall apply without modification and the Addendum shall have no further effect.

19.4 The Addendum is held by the Trustee in a sealed envelope marked "Founding Member Addendum — Private". Its contents shall not be disclosed to any person who was not a party to it, save where required by law. Members admitted after the Founding Period need not be made aware of its contents, and its former existence imposes no obligation or liability upon them.

19.5 Nothing in this Rule 19 or in the Addendum alters the rights, obligations, or entitlements of any Member under these Rules, nor does it constitute a variation of these Rules. The Supermajority Vote requirement for amendments under Rule 18 does not apply to this Rule 19, which exists solely to record the existence of the Addendum and shall be removed from these Rules by the Trustee by administrative notation once the Addendum has lapsed.

Schedule 1 — Fees, Charges and Key Parameters

The following rates are effective from [Date] and shall remain in force until revised in accordance with Rule 13.6. All rates are in pounds sterling. E&OE.

Ref	Description	Rate (£)
SUBS-1	Monthly Subscription — Equity Members (initial rate; non-equity rate = Equity rate + £50/month once rates diverge). Per month, by standing order.	£250.00 (initial)
FUEL-1	Fuel Rate (Equity & Non-Equity) — prevailing pump price per litre at EGBT × estimated consumption per Tacho Hour. Updated by Treasurer per Rule 13.5.	At cost
ENG-1	Engine Fund Contribution (Equity & Non-Equity) — per Tacho Hour flown	£35.00
NEQP-1	Non-Equity Premium — additional charge for Non-Equity Members only, per Tacho Hour	£20.00
LAND-1	Home Landing Fee (Turweston EGBT) — nominal charge per flight	£3.00
LATE-1	Late Cancellation Charge — cancellation <24hrs for non-weather/non-unserviceability reasons	£35.00
INSUR-1	Insurance Excess — per claim (to be confirmed against current policy at adoption)	[£TBC from policy]
XSLIAB-1	Excess Liability Amount (Rule 10.2) = Insurance Excess × 2, payable by P1 at time of damage	2× INSUR-1
SHARE-1	Equity Share Reference Value (one-sixth of Aircraft net asset value, reviewed annually)	[£TBC annually]

Notes: (i) The Equity Flying Rate per flight = FUEL-1 + ENG-1 + LAND-1. (ii) The Non-Equity Flying Rate per flight = FUEL-1 + ENG-1 + NEQP-1 + LAND-1. (iii) All rates subject to annual review at AGM.

Declaration and Acceptance

I confirm that I have read, understood, and agree to be bound by the Constitution and Rules of the G-BHDE Flying Syndicate as set out in this document (Version 1.0) including all Schedules and any amendments subsequently notified to me in accordance with Rule 18.

Full Name (Print)	
Member Type	Equity Member / Non-Equity Member (delete as applicable)
Licence Number	
Medical Cert. No.	
Signature	
Date	

Accepted on behalf of the Group by the Trustee:

Trustee Name	
Trustee Signature	
Date	

Schedule 2 — Funding period addendum record

This schedule forms part of the Constitution of the G-BHDE Flying Syndicate (Version 1.0) and is kept by the Trustee as a formal record of the private supplemental arrangement described in Rule 19.

Document title	Founding Member Break Clause Addendum
Version	Version 1.0
Date of execution	[To be completed by Trustee on signature]
Founding Period expiry	[Date of execution + 12 months — to be completed by Trustee]
Parties	John Parker (Original Owner); Michael Jackson; Robert Croucher
Location of original	Held by Trustee in sealed envelope marked: "Founding Member Addendum — Private"
Status	Active / Lapsed (delete as applicable — Trustee to update on lapse)
Date of lapse (if applicable)	[To be completed by Trustee on lapse]
Reason for lapse	Membership Threshold reached / Vote against sale / Sale completed / Mutual agreement (delete as applicable)

The Trustee shall update this Schedule to reflect the lapse of the Addendum when it occurs. Once lapsed, this Schedule shall be kept in the Constitution's records for historic reference only and shall have no operative effect.