



# SHROPSHIRE MODEL FLYING CLUB

## CONSTITUTION



Words of masculine gender should be taken to include the feminine gender unless the context indicates otherwise. The phrase 'in writing' can refer to either surface mail or email.

### GENERAL

1. The Club shall be called Shropshire Model Flying Club (SMFC) and will be affiliated to the British Model Flying Association (BMFA).
2. The Club's principal aim shall be the promotion of safe and responsible model aircraft flying.
3. Alterations to this constitution can only be made at an Annual General Meeting or at a General Meeting called for that purpose. Any proposed alterations must be submitted to the Secretary in writing at least 14 days prior to the meeting.

### MEMBERS

4. A "Member" means any class of Membership.
5. The Committee has the right to refuse Membership to new applicants.

**(BMFA Note: - As a private Members Club you can refuse Membership to any individual, however the reason cannot be due to, race, gender, sexuality, disability etc It is important that the reasons are documented in meeting minutes.)**

6. New Members will be required to serve an initial probationary period of 6 months. During this time, they will not be eligible to serve on the Committee and may have their Membership terminated at the discretion of the Committee for unsatisfactory conduct.

**(BMFA Note: -During this probationary period the Member can be dismissed for misconduct without going through the disciplinary procedure.)**

7. New Members' subscriptions shall be dependent on Membership class, plus the joining fee as decided at the Annual General Meeting.

8. Subscriptions are due by 1st January each year. Any Member, who has not paid the subscriptions for the ensuing year by this date, in whole or in part, will not be permitted to fly until they have done so. BMFA Membership must be in place before flying.

**(BMFA Note: - A Club cannot refuse a Members renewal if received before any deadline specified in the constitution, to do so is classed as dismissal and the disciplinary procedure must be followed)**

9. Members who have allowed their Membership to lapse for less than 6 months will not normally be asked to re-apply for Membership or pay the joining fee, but will be required to pay a full 12 months subscription. Reduced subscriptions for new Members will apply from 1 July when they will be halved. The Committee reserves the right to ask for a formal Membership application.

- a. New comers can pay £7 a month instead of paying the full membership and for the first 3 occasions their BMFA insurance will be taken care off under the club's own cover, therein they must provide proof of BMFA insurance then either pay Club Membership in accordance with Article 9 above or continue to pay monthly at £7.

10. Members who have not renewed their Membership by 30 June will be deemed to have left the Club and a renewal after this period will be treated as a new Membership application.

11. All Members must be Members of the BMFA, be registered with the CAA and must be able to provide evidence of such on request. The only exception to this is for those Members who play no active part in the Club whatsoever; i.e. social Members only.

12. A Member may be made a Life Member for extensive services to the Club. Life Members can only be created by a majority ballot of Club Members at a General Meeting.

13. All Members, without exception, must comply with all Club Rules. Failure to do so may result in disciplinary action by the Club which may lead to dismissal.

14. Members may invite guest fliers to the site on arrangement with the Committee but they must be BMFA insured, CAA registered and the Club Member must assume total responsibility for the actions and safety of the guest. Guests must fly under the supervision of instructors if their ability requires it, and such arrangements must be made in advance of the visit.

## **RULES, DISCIPLINE AND SAFETY**

15. Additions and amendments to field safety rules and regulations can only be made by proposals at a General Meeting.

16. All field safety rules and regulations will be reviewed annually, and will be considered binding for 12 months, excepting where urgent action is required. This action must then be ratified by the Members at the next general meeting.

17. Any complaint concerning any Member must be made in writing and signed by the complainant(s). The written complaint must then be forwarded to the Secretary so that the matter can be addressed at the next Committee Meeting.

18. Where an allegation of misconduct is made against a Member, the Member may be suspended from all Club activities while an investigation is carried out.

**(BMFA Note: - A suspension carried out in this matter is considered a neutral act and infers no blame or guilt and is purely to allow an investigation.)**

19. The Committee may impose a suspension from Club activities including attendance at the Club flying site, not exceeding 28 days upon any Member in the event of misconduct. Any suspension must be accompanied by a verbal and/or written warning as deemed appropriate in accordance with Article 20.

20. The Committee may consider removal of Membership where conduct on the field or elsewhere is considered to be prejudicial to the Club. Dismissal will be in accordance with the following procedure in order to comply with the laws of natural justice:

a. The Member is to be given a verbal warning by an authorised Committee Member in which the Member is made aware of his misdemeanour and what he is reasonably required to do to make amends.

b. If the Member does not respond, he is to be given a written warning by an authorised Committee Member to advise him of his misdemeanour and what he is reasonably required to do to make amends.

c. If he still fails to respond, the Committee should invite him in writing to meet with them at a previously agreed date and time to discuss the situation, advising they are considering withdrawal of his Membership.

d. If he still fails to respond to reasoning or fails to attend without reasonable cause, the Committee can advise him in writing that his Membership is withdrawn, stating the reasons why this decision was reached.

e. When the Member is advised of withdrawal of his Membership, he must be given the right of appeal. If he opts to appeal, this will be to the Club Membership at an EGM which the Committee would call on his behalf at a previously agreed date and time. The motion to uphold the Membership withdrawal or reverse it must be in accordance with the voting procedures set out in the Club Constitution. In the event of gross misconduct, immediate dismissal without warnings may be considered but the Member must still be accorded his rights to present his case to the Committee and be given a right of appeal in accordance with sub-paragraphs c, d and e above. In the event of dismissal, the Committee will arrange for the Member's current Membership fee (excluding BMFA subscription) to be reimbursed in full.

## **FLYING**

21. The Committee, Officers and Instructors, will be responsible for the running of the flying field at all times. Appointment to the position of Instructor or Examiner can only be made by a Committee decision.

22. All flying Members must attain the minimum standards of flying required under the SMFC training scheme before receiving the BMFA 'A' Certificate and before being permitted to fly indirectly supervised.

23. Any Member whose flying standards drop below the minimum requirement solo standard will be required to rejoin the training scheme until the desired standards of flying are met.

## **COMMITTEE STRUCTURE AND APPOINTMENTS**

24. The Committee of the Club shall comprise of not more than 12 Members.

25. The Officers of the committee shall be, President, Chairman, Secretary and Treasurer.

26. One senior Club Member should be appointed annually as the Clubs' BMFA Delegate who should represent the Club at all relevant meetings. The only other titled Club Member is the Webmaster.

27. Any Committee Member or Member who is involved in any organisational position within the Club, must hold Membership of the BMFA.

28. Committee Officers and Members shall be elected at the Annual General Meeting, to serve for a period of one year. The Committee will be elected by majority vote from Members present. All fully paid up Members and Life Members are eligible to vote.

29. Should a Committee position become vacant, the Committee may, by a majority vote, co-opt a replacement who will then serve until the following Annual General Meeting.

## **COMMITTEE ORGANISATION AND POWERS**

30. Members elected to office will have full voting rights at all meetings. In the event of a tie the Chairman will have a casting vote in addition to his initial standing vote.

31. The Committee are authorised to carry out negotiations and make decisions in the interest of the Club or on behalf of the Membership where necessary without consulting the Members. Approval from the Membership at an ordinary meeting must be sought for expenditure greater than £250.00.

32. Each Committee Officer is required to submit a sample of his signature for banking reference purposes.

33. Money may only be withdrawn from the Club funds by approval of not less than two Committee Officers.

34. The Secretary must be informed of any negotiations proposed by Club Members which affect the Club as a whole and copies of any written correspondence must be submitted to him for record purposes.

35. The Secretary will receive an annual honorarium to cover out of pocket expenses not covered under the normal conditions of withdrawal from Club funds, the amount of which will be decided at the Annual General Meeting.

36. No Member of the Committee or Officer of the Club may be a Committee Member or Officer of another model flying Club.

37. Any Committee Member or Officer wishing to resign must do so in writing.

38. Any Member of the Committee who is absent from three consecutive Committee meetings without reasonable cause will automatically forfeit his seat on the Committee.

39. The Committee may pay accounts and incur any normal liabilities on behalf of the Club.

## **VOTING AND CONDUCT OF COMMITTEE MEETINGS**

40. All committee meetings will be agenda'd and minuted. Minutes of committee meetings will be made available to Members.

41. A quorum of any Committee meeting shall consist of a majority of Committee Members.

42. All proposals must be seconded and voted upon. A majority vote of those present is required to carry any proposal.

43. Voting will normally be by a show of hands; however, a secret ballot must be taken should any committee Member request that this be done. Proxy and postal votes will not be permitted.

44. An audio recording of committee meetings may be taken by the secretary only, for the sole purpose of producing accurate minutes. The audio recording must be deleted once the written minutes are approved.

45. Non-committee Members may attend committee meetings as observers by applying to the Secretary at least 14 days before the meeting. Any non-Committee Member may be asked to leave the meeting subject to approval from the Committee.

## **VOTING AND CONDUCT OF GENERAL MEETINGS**

46. All General Meetings will be agenda'd and minuted. Any other business will only be accepted at General Meetings if the Secretary is given at least 7 days notice in writing of the item to be discussed.

47. A quorum of any General Meeting is to be at least one quarter of the Membership.

48. All proposals must be seconded and voted upon. A majority vote of those present is required to carry any proposal including proposals to alter this constitution.

49. Voting will normally be by a show of hands; however, a secret ballot must be taken should any Member request that this be done. Proxy and postal votes will not be permitted.

50. Amendments to proposals must be voted upon first.

51. An audio recording of General Meetings may be taken by the Secretary only, for the sole purpose of producing accurate minutes. The audio recording must be deleted once the written minutes are approved.

52. Non-Club Members may attend Club meetings as observers as invited guests of a Club by applying to the Secretary at least 14 days before the meeting. Any non-Club Member may be asked to leave the meeting subject to approval from the Committee.

53. The Committee, through the Chairman has the power to ask a person to leave any meeting in the event of that person disrupting the meeting.

54. Patrons of the Club have no voting rights but are free to attend all Club meetings.

## **ANNUAL GENERAL MEETINGS**

55. A date for the Annual General Meeting will be decided each year by the Committee. At least 28 days notice of the meeting will be given in writing to all Club Members.

56. Annual subscriptions and the joining fee will be decided at the Annual General Meeting.

57. A competent individual (non-committee Member) shall be elected by the Committee to carry out an independent examination of the accounts before the Annual General Meeting to verify that the balance sheet is correct and fairly represents the expenditure and receipts of the Club, its assets and its liabilities.

## **EXTRAORDINARY GENERAL MEETINGS**

58. The Secretary will convene an Extraordinary Committee Meeting within 14 days on request from any officer of the Committee, stating the business to be discussed.

59. The Secretary shall convene an Extraordinary General Meeting of the Club by a resolution of the Committee stating the business to be brought before the meeting, of which 28 days notice has been given to all Members in writing stating the business to be discussed.

60. The Secretary shall convene an Extraordinary General Meeting of the Club on receipt of a request in writing signed by not less than a quarter of the Members of the Club, stating the

business to be brought before the meeting. The meeting must be called within 28 days of request and 28 days notice must be given to all Members in writing stating the business to be discussed.

61. When a request for a meeting is made in accordance with Article 59 and it is not called within 28 days, the requisitioners may themselves convene an Extraordinary General Meeting of the Club by giving 28 days notice in writing to all Members, duly setting out the purpose for which the meeting was called. Any resolutions passed at such a meeting shall have the same force and effect as if they were passed at a meeting convened by the Committee.

## **INSURANCE AND INDEMNITY**

62. The Club will hold both Civil and Employers Liability Insurance, provided through affiliation to the BMFA.

63. The Club will indemnify all Committee Officers and Committee Members if they incur any liability on behalf of the Club.

64. In the event of a Committee Member being awarded damages or costs in the course of proceedings taken by him in his representative capacity, such damages or costs will belong to the Club and not the Committee Member personally and upon receipt that Committee Member will pay them to the Club Treasurer.

65. When there is a joint meeting between the SMFC and another Club, the participating Club must be able to provide evidence of adequate insurance cover well in advance of the event.

## **DISSOLUTION OF THE CLUB**

66. Should it be considered necessary or desirable to dissolve the Club, the Committee will call an Extraordinary General Meeting (EGM). Should a quorum fail to appear, the meeting will be adjourned and a further EGM must be called within 14 days. The second meeting will proceed even if a quorum is not present and the motion will then be carried by a simple majority vote.

67. On dissolution and after the sale of assets, settlement of all outstanding debts and the refund of subscriptions for the remaining part of the year to the current paid-up Members; the funds remaining will be distributed to the Club's nominated charities as agreed at the EGM or placed in trust with the BMFA.

**BMFA Note: - Upon dissolution where Clubs place funds in trust with the BMFA it is held for up to 10 years and returned in the event the Club is reformed. After 10 years the funds get transferred to the Development fund and used to further model flying in the UK.**

68. If the final accounts are less than required to refund the subscriptions to the Members, the total money remaining will be donated to the Club's nominated charity or BMFA trust. All Members will receive a final statement of accounts.