

# SALISBURY

## MODEL FLYING CLUB

[BMFA CLUB NO 211 ]

# CONSTITUTION

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### GENERAL

1. The Club shall be called **SALISBURY 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. All members, without exception, must obey all club rules. Failure to do so may result in disciplinary action by the Club which may lead to withdrawal of membership.

### MEMBERSHIP AND SUBSCRIPTIONS

4. All members must be members of the BMFA and must be able to provide evidence of such on request.
5. A "member" means any class of membership.
6. The Committee has the right to refuse membership to new applicants.
7. New members will be required to serve an initial probationary period of six months.
8. New members' subscriptions shall be subject to status, plus the joining fee as decided at the Annual General Meeting.
9. Annual subscriptions and the joining fee will be decided at the Annual General Meeting.
10. 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 allowed to fly at SMFC sites until they have done

- so. BMFA membership must be in place before flying. Members who consistently fail to pay their subscription by the end of February may be required to join any membership waiting list.
11. Members who have allowed their subscriptions to lapse for less than one year will not normally be asked to reapply for membership or pay the joining fee, but will be required to pay a full 12 months subscription.
  12. For new members who join late in the flying season, reduced subscriptions will apply as follows:
    - From 1st July to 31st August, fees will be reduced by 20 %
    - From 1st September to 31 December, a 40% reduction from the full Annual fee will be granted
  13. Persons letting their membership lapse for one year or more will be required to reapply for membership and pay the joining fee on their return to the club.

### **GUESTS**

14. Members may invite guest fliers to the site on arrangement with a Committee member but they must be BMFA insured and the club member must assume total responsibility for the actions and safety of the guest. Guests must fly under the supervision of the member who has invited them and such arrangements must be made in advance of the visit.

### **COMPLAINTS**

15. Any complaint concerning any member must be made to a Committee member. The complaint must then be forwarded, without delay, to the Chairman or Secretary so that the matter can be addressed at the next Committee meeting.

### **DISCIPLINARY PROCEDURE**

16. The Committee may consider withdrawal of membership for any member whose conduct on the field or elsewhere is considered to be prejudicial to SMFC. Dismissal will be in accordance with the following procedure:
  - 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 remains non-compliant, 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. This is regarded as the FIRST formal warning.
  - c. If the member still fails to respond, the Committee will invite him in writing to meet them at an agreed date and time to discuss the situation, advising they are considering withdrawal of membership. This is regarded as the SECOND formal warning.
  - d. If the member still fails to respond to reasoning or fails to attend without reasonable cause, the Committee can declare 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 has 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 (see paragraphs 33 to 38).
17. 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 retains a right of appeal in accordance with sub-paragraph 16e above.

### **REVIEW OF RULES AND CONSTITUTION CHANGES**

18. 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 Committee and confirmed at the next General Meeting. The field safety rules are considered as a supplementary code to those laid out by the BMFA Members' Handbook, compliance with which is mandatory within SMFC.
19. Any alteration to this Constitution can only be confirmed at a General Meeting called for the purpose, or when tabled as an item on the AGM Agenda. Any proposed alterations must be submitted to the Secretary in writing at least 14 days prior to the meeting.

## **COMMITTEE**

20. The Committee shall consist of a minimum of six officers. These shall be Chairman, Vice Chairman, Secretary, Treasurer, and two general Committee members. Committee meetings and decisions made shall be minuted.
21. Any Committee member or member who is involved in any organisational position within SMFC, must hold current membership of the BMFA.
22. Committee 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 by a show of hands from eligible members present.
23. Should a Committee position become vacant, the Committee may co-opt a replacement who will then serve until the following Annual General Meeting. This will be by a majority vote of Committee Members.
24. 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.
25. The Committee reserve the right to carry out negotiations and make decisions in the interest of SMFC or on behalf of the membership where necessary.
26. Money may only be withdrawn from the fund by cheque signed by not less than two Committee members.
27. The Secretary must be informed of any negotiations proposed by club members that affect the Club as a whole and copies of any written correspondence must be submitted to him for record purposes.
28. No member of the Committee or Officer of the club may be a Committee Member or Officer of another model flying club.
29. Any Committee Member wishing to resign should do so in writing to the Chairman.
30. Any member of the Committee who is absent from three consecutive Committee meetings without reasonable cause will automatically forfeit his seat on the Committee.
31. The Committee may pay accounts and incur any normal liabilities on behalf of the club. If a Committee Member engages or becomes involved in court proceedings, whether criminal or civil in his representative capacity on behalf of the club, as opposed to his capacity as a private individual, the club will indemnify the Committee Member in respect of any fines or damages or costs awarded against the Committee Member.
32. 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 SMFC and not the Committee member personally. Upon receipt of such payments, that Committee Member shall pay them to the Treasurer.

## **CONDUCT OF GENERAL MEETINGS (AGM & EGM)**

33. All meetings will be agendered and minuted. Any Other Business (AOB) will only be accepted at General meetings if the Secretary is given at least 14 days notice in writing of the item to be discussed.
34. A Quorum is deemed to exist when at least ten members (including officers) are present. Voting will normally be by a show of hands, Proxy and postal votes will not be allowed.
35. All proposals must be seconded and voted upon. A majority vote is required to carry any proposal.
36. Amendments to proposals must be voted upon before any amended proposal is put to a vote.
37. In the event of an individual disrupting a meeting, the Committee, through the Chairman, may require that person to leave.
38. Patrons of the club have no voting rights.

## **ANNUAL GENERAL MEETING (AGM)**

39. A convenient date for the AGM will be decided each year by the Committee. At least 28 days notice of the meeting will be given in writing to all members. AOB will only be accepted at the AGM if the Secretary is given at least 14 days notice in writing of the item to be discussed.
40. An Auditor or Auditors should be appointed by the Committee to examine the accounts before the AGM to verify that the balance sheet is correct and fairly represents the expenditure and receipts of the club, its assets and its liabilities.

### **EXTRAORDINARY MEETINGS**

41. Following a resolution by the Committee, the Secretary shall convene an Extraordinary General Meeting (EGM). 28 days notice shall be given to all members in writing, stating the business to be discussed.
42. Following a request in writing signed by not less than six members of the club, the Secretary shall convene an EGM. 28 days notice shall be given to all members in writing, stating the business to be discussed.
43. When a request for a meeting is made in accordance with Article 42 and it is not called within 28 days, the requisitioners may themselves convene an EGM by giving 28 days notice in writing to all members, clearly setting out the purpose for which the meeting has been 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. The implication of such an EGM is that it could result in the resignation of some or even all of the current Committee.

### **DISSOLUTION OF THE CLUB**

44. Should it be considered necessary or desirable to dissolve the Club, the Committee will call an EGM. Should a quorum fail to appear, the meeting will be adjourned and a further EGM must be called. The second meeting will proceed even if a quorum is not present and the motion will then be carried by a simple majority vote.
45. 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 paid up members, the funds remaining will be distributed in equal shares to the Club's charities. (See ANNEX F: Charity Guidelines).
46. 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 charities. All members will receive a final statement of accounts.