

# **CONSTITUTION and RULES of the King's Lynn Aero Modelling Club as adopted at an Extraordinary General Meeting of the Club held on 30<sup>th</sup> September 2009.**

Notes: This edition was amended at the AGM November 2017 to include:

1. Ratification of changes regarding item 16 - The Flying Field and Safety.  
- AGM 7th November 2017.
2. Amendment of minimum age of 18 now lowered to 16.  
- AGM 7th November 2017.

## **General**

1. The Club shall be called the **King's Lynn Aero Modelling Club** and be affiliated to the British Model Flying Association (BMFA).
2. Unless he shall retire John Parker shall remain as Life President of the Club.
3. The aims and objects of the Club shall be to encourage the building of flying model aircraft (including helicopters and auto-giros) and to promote the safe and responsible flying of them with emphasis upon training less experienced members to that end.
4. The management and conduct of the Club shall be the exclusive right, obligation and responsibility of the Committee.

## **Membership**

5. To become or be a member a person must satisfy or have satisfied the several points set out in paragraph 54(f) of the Rules of the Club. The Committee has the right to refuse to approve any application for membership by a new applicant without giving reasons for that refusal.
6. No member who is under the age of sixteen years may attend any flying site meeting or function of the Club unless accompanied at all times by his parent or guardian.
7. All members shall be deemed to have full knowledge of the Rules of the Club and must obey them at all times. Failure to do so may result in disciplinary action by the Club which may lead to termination of their membership.
8. All members must be members of the BMFA, SAA, RNAAY or LMA and must be able to provide evidence of such on request.
9. Annual subscriptions and the joining fee will be decided at the Annual General Meeting.
10. (a) The Club's membership year runs from 1<sup>st</sup> January to 31<sup>st</sup> December. Subscriptions are due by 1<sup>st</sup> January each year. Any person who has not paid in full the subscription for the ensuing year by this date will not be allowed to fly

until he has done so. BMFA insurance must be in place before flying.

(b) Only half the annual subscription shall be payable by anyone becoming a member for the first time after the 1<sup>st</sup> July in any year unless he/she is under 16 years of age.

11. Any person who has allowed his subscription to lapse for less than one year will not normally be asked to pay the joining fee but will be required to pay a full 12 months subscription.

12. Persons letting their membership lapse for more than one year will be required to re-apply for membership and pay the joining fee on their return to the club.

13. a) Complaints concerning the management and conduct of the Club shall be considered at an Extraordinary General Meeting called pursuant to and subject to the provisions of numbers 46, 48, 49c and 50 of the Rules of the Club.

b) 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 and as soon as practical thereafter if the complaint is not considered to be well founded or of adequate gravity to justify further action, the Secretary shall notify the complainant in writing accordingly but in any case where the committee consider further action to be appropriate such action shall be in accordance with the provision of clause 14 of the Rules of the Club.

14. The Committee may remove from the roll of members any member whose 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:-

I. 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.

II. 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.

III. 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.

IV. 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.

V. 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 must be in accordance with the voting procedures

set out in the Rules of the Club.

- VI. Any member against whom a complaint is made may be accompanied by another member to assist him/or act in whole or in part as advocate for him at any meeting with the Committee or at any EGM called to consider his appeal.

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 given a right of appeal in accordance with sub-paragraphs iii, iv and v above.

In the event of dismissal the Committee will arrange for the member's current membership fee to be reimbursed in full.

15. Detailed records will be maintained of all discussions, meetings and action taken in the course of disciplinary procedure under clause 14 of the Rules of the Club...

### The Flying Field and Safety

16. The Club shall maintain a flying field at:  
**Station Meadow, Station Road, Emneth, Norfolk. PE14 8DJ**

and/or such other locations in substitution for it as may be necessary from time to time.

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

18. Prior to attaining the BMFA "A" certificate no member may fly other than under the direct supervision of an instructor or member holding the BMFA "B" certificate.

19. (a) Any member may invite a guest flyer to fly at the flying field used by the Club provided such guest:

1. Holds BMFA insurance
2. Has passed the BMFA "A" certificate, unless directly supervised by a member who has passed the BMFA "B" certificate, and
3. is fully acquainted with the Club's site safety rules.

- (b) The actions and safety of any guest flyer and his compliance with the provision of 19. (a) above are the exclusive and total responsibility of the member who has invited him and such guest flyer shall be deemed to be the agent of the inviting member.

- (c) No guest flyer may fly at any time unless the member who has invited

him is present at the same flying field concurrently.

- (d) No guest flyer may attend on more than five days in any one calendar year.
  - (e) A 'Guest Flyers Log' will be kept and the following information recorded in the book provided on site:-
    - I. Date.
    - II. Guest's name.
    - III. Guest's B.M.F.A. number.
    - IV. Host members name.
    - V. It shall be the responsibility of the host member to insure that the 'Guest Flyers Log' is completed and that the Guest holds a current valid BMFA Insurance.
20. The Committee may require any member
- (a) whose standard of flying consistently falls below that required to achieve an "A" Certificate, or
  - (b) who consistently fails or refuses to comply with the directions of the Safety Officer, or
  - (c) who is identified as flying too low over any public highway, or
  - (d) consistently fails to comply with those Rules of the Club which relate to safety to rejoin the training scheme provided by the Club and not to fly solo further until authorised by the committee so to do.
21. a) The BMFA safety codes as set out in the BMFA members' handbook current for the time being (or any publication replacing it) must be complied with by all members at all times and any breach of them shall be deemed to be a breach of the Rules of the Club and in addition to them:-
- b) The Club Safety Officer may issue from time to time flying field safety rules particular to the Club which shall have force and effect as if they formed part of these rules once they have been put on display at the relevant field or published in the Club newsletter (or any other printed matter distributed to all members by the Committee).

## The Committee and Conduct of the Club

22. The Committee shall be an executive body whose primary duties are, ensuring the safe running of the club, ensuring its financial security, being aware of any regulatory changes or other factors which may affect the Club's activities, informing members and implementing any actions necessary through the membership. It will be entitled to appoint (with the consent of the individual members concerned) any member or sub-committee of members to be responsible for any particular project, aspect or asset of the club but such individual member or sub-committee shall report to and be subject to the direction of the Committee at all times.
23. The Committee shall be made up of no more than eleven and no less than seven members and shall include the following:-  
President, Chairman, Vice Chairman, Secretary, Treasurer and Safety Officer.
24. a) Subject to the provision of number 2 of the Rules of the Club, Committee members shall be elected from nominations, 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 members present.  
  
(b) The Committee may co-opt any member or members to serve temporarily upon the Committee (provided that the maximum number of members including co-opted members does not exceed 11) and any co-opted member shall have the same voting rights as other Committee members.
25. A quorum of any Committee meeting shall be five or 50% of all Committee members (including co-opted members) whichever is the smaller.
26. Committee members will have full voting rights at all meetings. In the event of a tie the Chairman will have a casting vote.
27. 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.
28. The Secretary and the Treasurer of the Club 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.
29. Any Committee Member or Officer wishing to resign should do so in writing.
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 and any cheques drawn on any account held by the Club must be signed by two Committee members being the Treasurer, Chairman or Secretary for the time being.

32. 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.

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 to the Committee Member personally and upon receipt that Committee Member will pay them to the Club Treasurer.

33. Should circumstances demand the Committee may temporarily change, suspend, revoke or add to the Rules of the Club (other than those relating to voting and the calling/conduct of or procedures for meetings) in their unfettered discretion for the better conduct of the Club but any such change, suspension, revocation or addition shall be notified to all members within ten days.

#### **Voting and Conduct of Meetings.**

34. All Extraordinary or Annual General Meetings will be minuted. Subject to the discretion of the Chairman of any such meetings any other business 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.
35. A quorum of any Extraordinary or Annual General meeting is to be at least one fifth of the membership.
36. 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 allowed.
37. All proposals must be seconded and voted upon. A majority vote is required to carry out any proposal.
38. Amendments to proposals must be voted upon first, but no amendment may be a direct contradiction of the proposal in question.
39. 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.
40. Non club members may attend Club meetings as observers or as invited guests of the 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.
41. 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.

### **Annual General Meetings.**

42. Subject to adoption of the correct procedure prescribed by the Rules of the Club the Rules of the Club may be changed, suspended, revoked or added to at any Annual General or Extraordinary General meeting of the Club.
43. A convenient 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.
44. An Auditor or Auditors shall be elected by the Committee to examine 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 Meetings**

45. The Secretary will convene an Extraordinary Committee Meeting within 14 days on request from any member of the Committee, stating the business to be discussed.
46. The Secretary must give all members not less than 21 days nor more than 28 days notice in writing of any extraordinary general meeting (EGM) of the Club stating its proposed date, time and place and the business to be discussed.
47. The Secretary shall convene an EGM by a resolution of the Committee to that effect.
48. Within 21 days of his receipt of a dated request in writing signed by not less than 15 members and stating the business they wish to be brought before such meeting the Secretary shall give notice to members calling an EGM to discuss such business.
49. If the Secretary shall fail to comply with the provisions of the last preceding paragraph the requisitioners may themselves convene an EGM by complying with the requirements otherwise placed upon the Secretary by clause 46 hereof.
50. Resolutions passed at any properly convened EGM shall have the same force and effect.

## **Dissolution of the Club**

51. Should it be considered necessary or desirable to dissolve the Club, the Committee will call an Extraordinary General Meeting. 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.
52. 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 members, the funds remaining will be distributed to the RAF Association or East Anglian Air Ambulance.
53. If the final accounts are less than required to refund the subscriptions to the members, the total money remaining will be divided equally between members. All members will receive a final statement of accounts.

## **Definition and Interpretation**

54. In the preceding numbered paragraphs and in this paragraph:
  - a) The Rules of the Club shall mean this paragraph and those preceding it.
  - b) Masculine shall include feminine and singular shall include plural.
  - c) (Unless specifically stated to the contrary) a majority at any meeting shall mean a simple majority but subject to the casting vote of the chairman of that meeting.
  - d) Anything said to be done by or ascribed to the Committee or any other body of members shall mean done by or ascribed to upon the vote of the majority of that body.
  - e) The phrase BMFA Insurance shall mean insurance cover provided by the BMFA, the NAA, RNAA and the LMA.
  - f) A member shall mean a person who has BMFA insurance and:
    - i. has fully completed a membership application form, and
    - ii. had that form countersigned by the member or members membership, and
    - iii. had his membership approved by the Committee, and
    - iv. paid a joining fee (unless under 16 years), and
    - v. paid the annual subscription (or appropriate portion) for the current year, and
    - vi. (Being under 16 years) had the appropriate form of consent/ indemnity signed by his parent or guardian, and



- vii. has not had his name removed from the roll of members in accordance with the Rules of the Club.
- viii. In respect of all other words, phrases or sentences used in the Rules of the Club and any individual rule or rules, the meaning and interpretation placed upon them by the Committee shall be binding upon all members and final.

## **ADDENDUM TO CONSTITUTION - 1<sup>ST</sup> January 2015.**

### **Statement of Limited Liability.**

#### **Liability of Directors / Trustees**

The liability of each Director / Trustee is limited to £1, being the amount that each Director / Trustee undertakes to contribute to the assets of the company in the event of its being wound up while he is a Director / Trustee or within one year after he ceases to be a Director / Trustee, for :-

- (a) payment of the company's debts and liabilities contracted before he ceases to be a Director / Trustee,
- (b) payment of the costs, charges and expenses of winding up, and
- (c) adjustment of the rights of the contributories among themselves.

The people running the company (the Director / Trustee) will only incur any personal liability for the company's debts if they have been guilty of some wrong doing, such as wrongful or fraudulent trading.