

# **Dornoch Model Flying Club:-**

## **CONSTITUTION** (Issue 4.3)

### **GENERAL**

1. The club shall be called Dornoch Model Flying Club (**DMFC**) and will be affiliated to the British Model Flying Association (BMFA). Affiliation Number is 2804. (2748 for Youth Group)
2. The club's principal aim shall be the promotion of the hobby within Dornoch and surrounding areas including model building and the legal, safe and responsible flying of model aircraft.
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 dismissal.
4. A "member" means any class of membership including Social (non-flying) and Youth Group (YG). Visitor Membership is available to short term visitors who wish to legally use Dornoch Airfield or other Club facilities, and who have BMFA or equivalent insurance.
5. Honorary Membership may be awarded by the AGM; an Honorary Member will have free, full Membership and enjoy all rights, privileges and responsibilities of Membership.
6. The Committee has the right to refuse membership to new applicants.
7. All flying club members must be members of the British Model Flying Association (or other recognised aero-modelling associations) and hold a valid CAA registration and must be able to provide evidence of such on request. (YG members are BMFA members via the BMFA Youth Group scheme). Members will also comply with the CAA requirement to display their CAA Registration Number on their models.
8. When there is a joint flying meeting between the DMFC and another club, the participating club must be able to provide evidence of adequate insurance cover well in advance of the event.
9. Members may invite guest fliers to its site on arrangement with the Chairman or Deputy Chairman, and they must be able to demonstrate that they have valid BMFA, (or other recognised aero-modelling associations) insurance and current CAA registration; the Club Member must assume total responsibility for the actions and safety of their 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.
10. New members will be required to serve an initial probationary period of 3 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.
11. New annual subscriptions shall be subject to status as decided at the Annual General Meeting.
12. The club's financial year shall run from the 1<sup>st</sup> December to 30<sup>th</sup> November and all DMFC subscriptions should have been received by 31<sup>st</sup> January each year. Any member who has not paid the subscriptions for the ensuing year by this date will not be allowed to fly until they have done so. (BMFA membership must always be in place before flying). Reduced subscriptions for full members may apply from July.

13. Members who have allowed their subscriptions to lapse for less than one year will not normally be asked to re-apply for membership but will be required to pay a full 12 months subscription. The Committee reserves the right to ask for a formal membership application if it so wishes.
14. Persons letting their membership lapse for 1 year or more, will be required to re-apply for membership to the club.
15. All field safety rules and regulations for DMFC members flying at the Dornoch Airfield 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 at the next club meeting or at a general meeting. The field safety rules are considered as a supplementary code to those laid out by the British Model Flying Association's Members' Handbook, compliance with which is mandatory within DMFC.
16. 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.
17. The Committee may impose a flying suspension not exceeding **30** 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 18.
18. The Committee may consider removal from the club 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:
  - a. The member is to be given a verbal warning by an authorised Committee Member in which the member is made aware of his/her misdemeanour and what he/she is reasonably required to do to make amends.
  - b. If the member does not respond, he/she is to be given a written warning by an authorised Committee Member to advise him/her of his/her misdemeanour and what he/she is reasonably required to do to make amends.
  - c. If he/she still fails to respond, the Committee should invite him/her in writing to meet with them at a previously agreed date and time to discuss the situation, advising they are considering withdrawal of his/her membership.
  - d. If he/she still fails to respond to reasoning or fails to attend without reasonable cause, the Committee can advise him/her in writing that his/her membership is withdrawn, stating the reasons why this decision was reached.
  - e. When the member is advised of withdrawal of his/her membership, he/she must be given the right of appeal. If he/she opts to appeal, this will be to the Club membership at an EGM which the Committee would call on his/her 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.
19. In the event of gross misconduct, immediate dismissal without warnings may be considered but the member must still be accorded his/her rights to present his/her case to the Committee and be given a right of appeal in accordance with sub-paragraphs c, d and e above.
20. In the event of dismissal the Committee will arrange for the member's current membership fee to be reimbursed pro rata.

21. Any alteration to this Constitution can only be made at the AGM or a General Meeting called for the purpose. Any proposed alterations must be submitted to the Secretary in writing at least 14 days prior to the meeting.

### **FLYING**

22. Appointment to the position of Instructor or Examiner can only be made by a Committee decision.
23. Flight training will be restricted to members of DMFC other than for an introductory flight for a prospective member.
24. Flight training will usually be offered using a 'buddy' transmitter system operating on either club or members' own models unless 'Safe' technology is in use by agreement with the club's Instructor. Training on a member's model is at the member's own risk.
25. It is the responsibility of all members to ensure they are capable of flying their aircraft in a legal, safe and responsible manner as laid down in the BMFA Handbook. The DMFC Training Programme can be used as a guide to the standard required for members to fly solo and this standard (as a minimum) should be attained before a member puts themselves forward for testing to the BMFA 'A' Certificate and above.
26. All prospective new members claiming to be able to fly solo must either show a certificate of competence or demonstrate their competence to fly to a club's Instructor or Committee member.
27. Any member whose flying standards drop below the minimum requirement solo standard, will be requested to undertake retraining with a club Instructor until the desired standards of flying are met.

### **COMMITTEE**

28. The Committee of the Club shall comprise Chairman/Youth Group Leader, Secretary, Data Protection Compliance Manager, Treasurer, Safety Officer, Club BMFA Representative, Social Media Coordinator, Reporting Officer, YG representative (when there is an active Youth Group) plus non-portfolio member(s). A quorum of any Committee meeting shall consist of a majority of Committee Members. The appointment of Committee member(s) without portfolio may be made at an AGM if supported by a majority of members.
29. Committee Members shall be elected from written nominations (unless they are existing Committee Members offering to continue) 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.
30. 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 from the Committee Members.
31. 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.
32. The Committee reserves the right to carry out negotiations and make decisions in the interest of the club or on behalf of the membership where necessary.

33. The Club funds will be managed by the Treasurer at an account with the Royal Bank of Scotland, or such bank as may subsequently be agreed by the committee. The prime signature for any cheques resides with the Treasurer though if circumstances dictate, the Chairman's signature is also accepted. Requests for any expenditure must be supported by at least two Committee Members.
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/her for record purposes.
35. Any Committee Member or Officer wishing to resign should do so in writing.
36. Any member of the Committee who is absent from three consecutive Committee meetings without reasonable cause will automatically forfeit his/her seat on the Committee.
37. 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/her representative capacity on behalf of the club, as opposed to his/her 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.
38. In the event of a Committee Member being awarded damages or costs in the course of proceedings taken by him/her 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.

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

39. All meetings will be agendered and minuted. 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.
40. A quorum of any general meeting is to be at least one quarter of the membership.
41. 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.
42. All proposals must be seconded and voted upon. A majority vote is required to carry any proposal.
43. Amendments to proposals must be voted upon first.
44. 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.
45. Non club members may attend Club meetings as observers 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.
46. 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.
47. Patrons of the club have no voting rights but are free to attend all club meetings.

### **ANNUAL GENERAL MEETINGS**

- 48. 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 (including email) to all Club members.
- 49. Agenda items for discussion at the AGM must be given to the Secretary 14 days prior to the meeting.
- 50. Annual subscriptions and any joining fee will be decided at the Annual General Meeting.
- 51. The Treasurer's accounts are to be examined and approved, before the AGM, by the Chairman and another Committee member as approved by the Committee, 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**

- 52. 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.
- 53. 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.
- 54. The Secretary shall convene an Extraordinary General Meeting of the club on receipt of a request in writing signed by not less than 3 members of the club, 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.

### **DISSOLUTION OF THE CLUB**

- 55. 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.
- 56. 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 to a charity nominated of the Committee's choosing.
- 57. If the final accounts are less than required to refund the subscriptions to the members, the total money remaining will be shared equally between the members. All members will receive a final statement of accounts.