

# STAFFORDSHIRE AERO CLUB CONSTITUTION

## Part 1

(Last revision 4th November, 2004)

### 1. NAME

The name of the Club will be the Staffordshire Aero Club.

### 2. AFFILIATION

Because membership of the Club is open to persons interested in any form of aviation activity, it is not appropriate for the Club to be affiliated to any one organisation.

### 3. OBJECT

The object of the Club is to encourage interest, skill and safe practice in flying.

### 4. MEMBERSHIP

(a) Membership will be open to anyone who wishes to further the object of the Club. There is no minimum age of membership.

(b) There will be a single category of membership. Membership fees are included in Section 10 - Finance.

(c) Prospective members must be proposed and seconded by Club members and accepted by a majority vote at a Club meeting. A prospective member who wishes to fly as pilot-in-command from the Club's airfield must confirm that appropriate documentation is current (PPL, medical certificate, third party insurance, aircraft permit and that he/she has paid the airfield use fee) and that he/she will maintain its currency for as long as he/she wishes to fly as pilot-in-command from the Club's airfield.

(d) Members are free to bring spouses, friends or guests to Club meetings without charge. Members are responsible for their own family and friends and the Club cannot be held responsible for any accident.

(e) The Committee reserves the right to withhold or withdraw membership in the event of serious misconduct or any behaviour likely to bring the Club into disrepute. The member in question will have the right of appeal at a meeting of the Committee within 21 days of dismissal.

(f) It is a condition of Flying Membership that the member in question should also be a member of the relevant ruling body, such as one or more of the following; B.M.A.A., B.H.G.A., B.B.A.C., B.G.A. or P.F.A. and must have Third Party Cover insurance. Such membership will lapse in the absence of third party insurance.

### 5. POLICY

The policy and general management of the affairs of the Club will be directed by a Committee which will meet not less than once a year. The Committee will consist of up to nine members of the Club in all. The Committee is empowered to co-opt further people who need not necessarily be members of the Club to serve the Committee. The co-opted members will not have voting powers.

### 6. OFFICERS

The members will elect from among themselves:- Chairperson, Secretary, Treasurer, Site Officer, Safety Officer. Only those fully paid up members of the Club who have been members for at least ONE year are eligible for election to the Committee.

### 7. ANNUAL GENERAL MEETINGS

The Annual General Meeting is to be held in November.

### 8. COMMITTEE MEETINGS

Procedures at Committee Meetings:-

#### (a) Voting

All questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote. In the case of an equality of votes, the Chairperson shall have a second or casting vote.

#### (b) Quorum

Five members with voting rights or half the standing Committee with voting rights rounded up to the nearest whole number.

(c) Minutes

To be kept by the Secretary together with a comprehensive inventory of all the equipment owned by the Club, i.e. serial numbers, descriptions etc..

9. STANDING ORDERS AND RULES OF THE CLUB

The Committee shall have the power to adopt and issue Standing Orders and Rules of the Club, which may be reviewed at the General Meeting, provided always that they are not inconsistent with the provisions of this Constitution.

10. FINANCE

(a) All money raised by or on behalf of the Club shall be applied to further the object of the Club and for no other purpose, provided that nothing herein contained shall prevent the repayment in good faith of reasonable out-of-pocket expenses.

(b) All monies shall be deposited with the Yorkshire Bank. Cheques will be drawn on TWO signatures of the THREE signatories which shall be the Chairman, Treasurer and Secretary.

(c) The Treasurer shall keep proper accounts of the finances of the Club and these shall be presented to the Annual General Meeting.

(d) Subscriptions for membership will be payable annually at a rate set by the Committee and shall be set at £24 (joining fee £6) - [revised by Committee in July, 2003]. Where two members live at the same address but receive only one copy of Club notifications, the second membership fee will be reduced by £6.00.

(e) Membership renewal fees are payable at the August meeting. Membership will be deemed to have lapsed if fees have not been paid within two months of this meeting. It is a condition of continued membership that a completed renewal form accompanies the renewal subscription.

11. DISSOLUTION

If the Committee, by a simple majority, decides at any time that on the grounds of expense or otherwise it is necessary or advisable to dissolve the Club, it shall call a meeting of all members of the Club, giving at least 14 days notice. If such a decision shall be confirmed by a simple majority of those present and voting at such a meeting, the Committee shall give over any assets remaining, after the satisfaction of any debts and liabilities, to a charity agreed by a majority of those present.

12. ALTERATION TO THE CONSTITUTION

Proposals to alter this Constitution must be delivered in writing to the Secretary of the Club not less than 14 days before the date of the meeting at which it is first to be considered. An alteration will require the approval of both:-

(a) a simple majority of members of the Committee present and voting at a Committee meeting.

(b) a two thirds majority of members voting at a General Meeting. Notice of such meetings should be given with not less than 14 clear days prior to the meeting in question and should state the wording of the proposed alteration.

Part 2 - RULES OF AERONAUTICAL GROUND STATION OPERATION AT OTHERTON

(Added on 2nd November, 2006)

- a. A radio operator must have an RT licence.
- b. He / she must have been briefed by the radio manager.
- c. He / she must possess a document explaining permitted procedures.
- d. He / she must hold a signed card of authority which is countersigned annually by the radio manager.
- e. The Club must maintain a register of current authorised operators, a copy of which is to be displayed in the clubhouse.

### Part 3 - THE OTHERTON AIRFIELD ACCORD

An agreement between Staffordshire Aero Club and Staffordshire Microlight Centre. (Adopted as part of the SAC constitution at the A.G.M. on 4th Nov.,2004)

1. SAC is the resident flying club at Otherton Airfield. The object of the Club is to 'Encourage interest, skill and safe practice in flying'. SAC has no commercial interests at Otherton Airfield, either as a business or a co-operative. The only exceptions to the latter are the sale of club regalia or fundraising events in the form of Fly-Ins or Open Days, etc.
2. SMC is the body that leases Otherton Airfield from the landowner and operates it as an aerodrome. SMC pays the airfield rent and rates and is solely responsible for all communications with the Landowner or South Staffs District Council regarding airfield matters. As the 'Aerodrome Operator' SMC provides administration facilities at the airfield and carries appropriate Public Liability insurance. SMC is the sole body to which any airfield-related complaints or litigation threats should be addressed. Any litigation threats or communications addressed to SAC will be forwarded to SMC unanswered.
3. Permission to use Otherton Airfield as a flying base is given to individual pilots by SMC subject to them agreeing to abide by the Airfield Rules and the spirit of the SAC Constitution (copies of both are provided to each pilot). All recreational pilots using Otherton Airfield as a flying base must be current members of SAC. Student pilots undergoing flight training at Otherton Airfield are also required to be SAC members.
4. Any other club or organisation wishing to use Otherton Airfield must have the permission of SMC. In the case of another club or flying group wishing to use Otherton Airfield for any reason it must also negotiate and agree affiliation terms with SAC.
5. In the event of altercations or differences of opinion between individual SAC members and SMC regarding the interpretation of this Accord or the Airfield Rules the elected committee of SAC shall act as arbitrators. However until the matter can be considered by SAC committee SMC's decision must be accepted by the SAC member(s) concerned. SAC committee will convene at their earliest convenience to discuss the matter, and all parties concerned will be given the opportunity to state their case openly or 'in camera'. The decision of the SAC Committee shall be final and binding. Involved parties cannot take part in the decision.
6. SAC and SMC share ownership of several items of property at Otherton Airfield. Up to a reasonable limit SMC will pay the 'hardware' cost of machine maintenance but practical help would be appreciated subject to discussion with SMC and/or SAC committee.
7. SAC owns the Clubhouse at Otherton Airfield and is responsible for the upkeep of it from SAC funds, however since the Clubhouse is an essential part of the social environment at Otherton Airfield SMC is prepared to help out modestly with the cost of any improvements to it. Both SAC committee and SMC see the Clubhouse as a focal point of Otherton Airfield, it functions as an advert to visitors and SAC members friends and family alike. Let's hope that we can all help make it a Clubhouse to be proud of, a credit to SAC and SMC.
8. To date SAC and SMC have enjoyed a 12-year unwritten association mostly without problems. This formal Accord should be seen as a living document to be reviewed as required in future.