

CONSTITUTION of the UITENHAGE AERO CLUB

1 DEFINITIONS AND INTERPRETATION

1.1 In this Constitution the following words and expressions shall have the meanings set out opposite them, unless the contrary appears:

UAC The Uitenhage Aero Club, which is constituted in terms of this Constitution.

Constitution This Constitution of UAC

MC The Management Committee of UAC for the time being as constituted and elected in terms of clause 6 of the Constitution.

1.2 Any reference to the singular includes the plural and *vice versa*.

1.3 Any reference to a gender includes the other gender.

1.4 Any reference to a natural person includes a legal person and *vice versa*.

1.5 If any definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of this Constitution, notwithstanding that it appears only in the definitions clause.

1.6 The clause headings in this Constitution have been inserted for convenience only and shall not be taken into account in its interpretation.

1.7 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.

1.8 This Constitution shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2 NAME

The name of the Club shall be the "Uitenhage Aero Club".

3 OBJECTS

The objects for which the Club exists, are to encourage, develop and promote interest in all forms of aviation, to promote good fellowship and to do all such things as are incidental or conducive to the attainment of the aforesaid objectives.

4 LEGAL STATUS

The Club shall be a legal entity distinct from its members, shall enjoy perpetual succession unaffected by changes in its membership from time to time, shall have the capacity to sue and be sued and to acquire assets in its own name.

5 LIABILITY OF MEMBERS

The Club shall solely be liable for its own debts and the members shall not be personally liable for such debts or any portion thereof. The liability of the members shall at all times be strictly limited to the subscriptions payable by them and any monies that may be owing by them to the Club. Furthermore, no member of the Club shall be held responsible or personally liable for any claim or claims arising from the injury or death of any person or

persons, or damage to property, howsoever caused, at any function organised, promoted or sponsored by the Club.

6 MANAGEMENT COMMITTEE

- 6.1 The affairs of the Club shall be conducted by a Management Committee (MC) consisting of not more than 5 members including the Chairperson, all of whom shall be elected by the members present at an Annual General Meeting held in compliance with Clause 16, for a period of 2 years. Proxy votes shall not be allowed.
- 6.2 Notwithstanding the above, 2 members of the MC shall retire each year, but shall be eligible for re-election.
- 6.3 A member otherwise qualified to stand for election to the MC shall be disqualified from standing for election if he is engaged in commercial aviation business activities. This does not prevent a member who is engaged as a commercial pilot or instructor from standing for election unless he is acting in competition with the Club.
- 6.4 A member of the MC who subsequent to his election, engages in commercial aviation business activities shall be disqualified from serving on the MC and shall immediately resign his position on same.
- 6.5 The MC, excluding the member concerned, shall be the sole judge as to whether the member concerned is engaged in commercial aviation business activities.
- 6.6 The elected MC shall, at its first meeting, elect from amongst its members the following office bearers
- Chairperson
 - Vice-Chairperson (optional)
 - Secretary
 - Treasurer
 - Additional member
- for the ensuing year.
- 6.7 It shall be the duty of the Treasurer, in addition to any other duties ascribed to him by the MC, to keep proper accounts and records of the financial affairs of the Club.
- 6.8 Should the Chairperson or Vice-Chairperson not be at present any meeting of the MC, an acting Chairperson for such meeting shall be elected from amongst any of those members present.
- 6.9 The Chairperson of any meeting shall have a casting vote in addition to his own deliberative vote.
- 6.10 Three (3) members of the MC present shall form a quorum at meetings of same.
- 6.11 The MC shall meet at least once in every month to transact business.
- 6.12 The MC shall remain in power until a new MC shall have been elected at an Annual General Meeting of members.
- 6.13 Any member of the MC absent from 3 (three) consecutive monthly meetings shall cease to be a member of the Committee unless the Committee has granted leave of absence to him.
- 6.14 The MC shall *inter alia* have the power to:
- 6.14.1 Appoint sub-committees from its ranks for any purpose and to delegate to such sub-committees all or any of the functions and powers of the MC.

- 6.14.2 Fill any vacancies that may occur in the MC prior to the next Annual General Meeting, by the co-option of any member.
- 6.14.3 Open and operate a bank account and invest monies.
- 6.14.4 Effect insurances.
- 6.14.5 Appoint an auditor, not being a member of the MC, and fix his remuneration if the Club's income exceeds R25 000 for more than two consecutive years.
- 6.14.6 Maintain and repair the Club's assets and make such renewals and replacements and/or additions from time to time as it may deem necessary.
- 6.14.7 Purchase books, periodicals, provisions, liquors and any other goods and pay for services required by the Club.
- 6.14.8 Appoint, discharge or suspend any employee or servant of the Club and fix and determine their remuneration, duties and terms of employment.
- 6.14.9 Affiliate with any other club upon such terms and conditions as it may deem fit.
- 6.14.10 Make, withdraw and amend the rules as provided for in clause 22.3 in any manner consistent with the well-being of the Club.
- 6.14.11 Consider and if appropriate, approve of applications for the various categories of membership of the Club.
- 6.14.12 Do all such things which are consistent with the proper conduct of the affairs of the Club, except such as are expressly required by this Constitution to be done at, and with the sanction of a meeting of members.
- 6.14.13 Purchase such movable assets as may be necessary for the proper conduct of the affairs of the Club.
- 6.14.14 With the sanction of the Annual General Meeting or any Special General Meeting of the members from time to time, purchase and/or otherwise acquire property and also to sell, let and/or otherwise deal with such property.
- 6.14.15 With the sanction of the Annual General Meeting or any Special General Meeting of the members from time to time, borrow money for the purchase of property and/or for any other purpose and to hypothecate the property of the Club.

7 VALIDITY OF MC MEETINGS

The proceedings of the MC at a duly constituted meeting shall not be invalidated by reason of there being at the time of such meeting any vacancy or vacancies in the MC elected in terms of this Constitution. Notwithstanding any defect in the appointment or disqualification of any member of the MC afterwards discovered, the acts of the MC shall be as valid as if such defect or disqualification had not existed.

8 MEMBERSHIP

- 8.1 Entrance fees and subscriptions must accompany the candidate's application form. In the event of the application for membership being turned down by the MC, such entrance fee and subscription shall be refunded in full. On the election of a new member, the Secretary shall notify him accordingly in writing and furnish him with a copy of the current constitution and rules of the Club.

- 8.2 The MC shall have the power to cancel the election of any member within 6 (six) calendar months thereof and such ex-member shall not have the right to appeal or to demand the reasons for such cancellation. Any entrance fee paid shall be refunded to him together with any unexpired portion of subscriptions paid as a member, reckoned from the commencement of the month next following such cancellation.

9 CATEGORIES OF MEMBERSHIP

9.1 Student membership

- 9.1.1 Student membership is open to all persons who wish to undertake flying training through the Club. Student members will be accepted as provisional members with no voting rights, for a period of 6 (six) months at a time, after which their membership shall be reviewed by the MC, on the payment of the laid down entrance and subscription fees and completion of the relevant application forms signed by an authorised instructor.
- 9.1.2 Student members may apply for full membership once they have flown solo. Once a student member has obtained a Microlight Pilot's Licence he must apply for full membership within 3 (three) months or his student membership shall be deemed to have lapsed.
- 9.1.3 A student member shall not be eligible to serve on the Management committee.

9.2 Full membership

- 9.2.1 Persons who have logged solo flying hours are eligible for full membership.
- 9.2.2 Persons who comply with the above requirement must forward an application form to the Secretary. The form must be endorsed by a proposer (a member of at least two year's good standing) and a seconder (a member of at least one year's good standing) to both of whom the candidate must be known personally.
- 9.2.3 The nomination form shall be placed on the Club's notice board for a period of not less than 14 (fourteen) days before a ballot by the MC. Such candidate shall enjoy the facilities of the Club pending ballot and his proposer and seconder shall be jointly and severally responsible for all his liabilities to the Club, until the said ballot takes place.
- 9.2.4 The application must be accompanied by the entrance and subscription fees as laid down in Clause 10.
- 9.2.5 The entrance fee shall be waived if the person is already a student member. Full members have full voting powers and may serve on the MC.

10 MEMBERSHIP FEES

- 10.1 The MC shall from time to time determine the entrance fee payable by new members.
- 10.2 The MC shall determine the annual subscriptions payable by the two categories of membership on an annual basis. The accounts for subscriptions must be posted to members before 1 June of each year.
- 10.3 Subscriptions shall be due and payable on 1 July each year.
- 10.4 Members joining after 1 January will be required to pay the full entrance fee but only a *pro rata* share of the annual subscription for the months remaining.
- 10.5 No member who has failed to pay his subscription within 3 (three) months after it becomes due and payable, shall remain a member while his subscription is unpaid.
- 10.6 Proper records, including a register of members, shall be kept by the Secretary.

11 RIGHT TO REFUSE ADMISSION

The MC shall have the right to refuse admission to the Club of any person who in the opinion of the MC may not be acceptable to the general body of members.

12 EXPULSION OF MEMBERS

12.1 Where the conduct of any member has, in the opinion of the MC, been improper or calculated to injure the good name of the Club, the Chairman shall be empowered to communicate in the first instance with such member and with his consent, remove his name from the list of members.

12.2 Should such member not consent to the removal of his name, not less than 3 (three) members of the MC may decide that the interests of the Club require his expulsion and the MC shall be empowered forthwith to expel such member, and any entrance fee and subscription paid by him shall be forfeited to the club.

13 RESIGNATION

13.1 Any member desirous of resigning his membership must tender his resignation in writing to the MC who shall accept the same, provided all amounts due by such member to the Club shall have been paid.

13.2 When any member ceases to be a member of the Club for any cause whatsoever, neither he nor his representatives shall have any claim upon nor be entitled to participate in the use of any of the assets of the Club.

14 NOTICES

14.1 All members shall communicate their addresses from time to time to the Secretary who shall keep a register of members showing their addresses. Notices to members shall be sent by post and in addition, may be sent electronically to the addresses entered in the register and shall always be deemed to be sufficient notice of any matter.

14.2 Any member who may have changed his address and not notified such change to the Secretary shall be deemed to have waived his right to notice and shall be taken as having duly received same.

14.3 The omission to serve any notice on any member shall not invalidate any resolution passed at any meeting of members or of the MC.

15 MANAGEMENT COMMITTEE NOTICES

Notices from the MC to the members of the Club may be posted on the notice board of the Club, and notices so posted shall be considered due notice to every member except where the MC otherwise determines or where otherwise provided for in this Constitution.

16 ANNUAL GENERAL MEETINGS

16.1 Annual General Meetings of the members shall be held once every year within three months after the financial year end, for the purpose of receiving a report from the MC together with a balance sheet and statement of income and expenditure to 30 June preceding and for the election of a MC for the current year as provided for in Clause 6.

16.2 Not less than 14 (fourteen) days notice of the Annual General Meeting shall be given to members. Such notice, accompanied by an agenda shall be posted and in addition, may be sent electronically to all members at the addresses in the register of members described in Clause 14.

16.3 The agenda shall be strictly adhered to by the meeting.

- 16.4 The names of candidates for election as members of the MC with the names of their proposers and seconders shall be posted on the notice board not less than 3 (three) days before the Annual General Meeting.
- 16.5 All questions shall be decided by a majority of votes, unless otherwise provided for in this Constitution. All votes shall be taken by a show of hands unless a ballot is demanded by not less than 5 (five) members. The Chairperson shall fix the time and mode of such ballot. No discussion, promotion or politicking, on behalf of, or against, any candidate shall be permitted at the Annual General Meeting.
- 16.6 The meeting may be adjourned from time to time by a majority of votes.
- 16.7 The Chairperson or Vice-Chairperson shall preside at all general meetings and at all functions.

17 SPECIAL GENERAL MEETING

- 17.1 The MC may call a Special General Meeting at any time, and shall do so on receiving a request to that effect signed by not less than 5 (five) members having full rights and voting powers, specifying the object of the meeting. At such meeting no matter other than that named by the MC or specified in the said request shall be dealt with and any resolution thereon shall require to be passed by at least three-fourths of the number of members present thereat.
- 17.2 Not less than 14 (fourteen) days notice of the meeting shall be given to all members. Such notices shall be posted and in addition, may be sent electronically to all members at the addresses in the register of members described in Clause 14.
- 17.3 The meeting may be adjourned from time to time by a majority of votes.

18 QUORUM

- 18.1 At any Annual General Meeting or Special General Meeting of members, 50% (fifty *per centum*) of the members in good standing shall form a quorum, except as provided for in Clause 22.
- 18.2 If within a quarter of an hour from the time appointed for the holding of any Annual or Special General Meeting, the prescribed quorum of members is not present, the meeting, if convened upon the request of members, shall be dissolved. In any other case it shall stand adjourned to such time as the meeting shall determine and such adjourned meeting shall be competent to transact the business intended to be transacted at the original meeting notwithstanding that the requisite quorum is not present.

19 RESOLUTION

Subject to this Constitution and the Club's rules, any resolution of the MC or of the members at any Annual or Special General Meeting shall be final and binding on all members, precluding any appeal at law.

20 QUALIFICATION FOR VOTING

No member shall be competent or entitled to vote on any occasion or at any meeting of members until he shall have paid the full amount of the entrance fee and subscription that is required to be paid in terms of this Constitution.

21 MINUTES OF MEETINGS

Minutes of all meetings shall be kept. The Secretary shall attend all meetings and shall take minutes of the proceedings, which shall be signed by the Chairman after the same has been read and confirmed at the next meeting.

22 AMENDMENT OF CONSITUTION AND RULES

22.1 No new clause, deletion or amendment of any existing clause of this Constitution shall be valid without the sanction of at least two-thirds of the number of members present and voting at an Annual General Meeting at which at least 50% (fifty *per centum*) of the members in good standing are present and voting thereat on the matter. At least 14 (fourteen) days before the meeting, a copy of the proposed new clause, deletion or amendment of any existing clause shall be sent by post and in addition, may be sent electronically to all members and shall be posted on the Club's notice board.

22.2 Members desiring to propose any new clause, deletion or amendment of any existing clause, shall lodge notice of same in writing with the Secretary at least 21 (twenty-one) days before the date of the meeting at which the matter is to be brought up for consideration.

22.3 The MC shall have power at all times to make, cancel and amend rules consistent with the constitution of the Club for the management and well-being of the Club, and all such rules shall be binding on all members until amended or rescinded by the MC.

23 CONSTITUTION AND RULES

23.1 This Constitution and the separately published rules shall be printed and copies thereof shall be delivered to every member of the Club, or posted to his address or electronically communicated and no member shall be absolved from the operation of the Constitution and rules of the Club on any allegation of not having received a copy of same. Further, members shall be deemed to have received notice of all amendments to the Constitution and rules passed from time to time and notified in the prescribed manner.

23.2 The MC may from time to time have the Constitution and rules reprinted so as to incorporate all amendments thereto.

23.3 Copies of the Constitution and the rules of the Club and of all amendments up to date, shall at all times be available with the Secretary for the inspection by any member.

24 INTERPRETATION OF CONSTITUTION AND RULES

In the case of any difference of opinion or any dispute arising out of the Constitution and rules of the Club, the decision of the MC shall be binding upon the members unless and until otherwise decided at a meeting of members called and held in accordance with the provisions of clause 17 of this Constitution.

25 COMPLAINTS AND SUGGESTIONS

The conduct of a servant or any other complaint shall in no instance be made a matter of personal reprimand by any member. Such member shall lodge his complaint in writing with the Secretary who shall report such complaint to the MC. The Secretary shall keep a book wherein may be written all complaints and any suggestions concerning the management of the Club and this book shall be produced to the MC at all its meetings.

26 BANKING ACCOUNT

The Club's banking account shall be kept at a bank in Port Elizabeth in the name of the Club. The Secretary and a member of the MC or any other person or persons shall sign all cheques drawn on account of the Club as the MC may authorise.

27 FINANCIAL YEAR

The Club's financial year shall run from 1 July to 30 June of every year.

28 DISSOLUTION OF THE CLUB

- 28.1 The Club shall remain in existence for as long as there is a Management Committee plus one voting member.
- 28.2 The existence of the Club may be terminated by resolution at an Annual General Meeting or a meeting of members as contemplated in clause 17 above.
- 28.3 If the existence of the Club is terminated as contemplated in sub-clause 28.2 above or if for any reason the Club is unable to continue to function, all assets and liabilities shall be assessed and shall be certified by an independent auditor appointed at the meeting of members referred to in the above-mentioned sub-clause.
- 28.4 In the event of the Club's liabilities exceeding its assets in value, the members shall not be liable for such deficit. In such case, however, the MC shall endeavour to recover the deficit from the Club's debtors for payment to its creditors.
- 28.5 In the event of the Club's assets exceeding its liabilities, the surplus (monetary or moveable assets) shall, at the discretion of the MC as its ultimate act, be given or transferred to another club or institution having objectives similar to the objectives of the Club at the time of dissolution.

29 PREVIOUS CONSTITUTIONS

In adopting this Constitution, the minimum of two thirds majority of the members present at the meeting as contemplated in clause 22 above, also by necessary implication withdraw or cancel any pre-existing constitution(s) of the Club, even if same is not done in express terms.

HVDS/vdev/2004-11-09 (5th draft)

Revised: 23 July 2011 (reflect name & objects change)