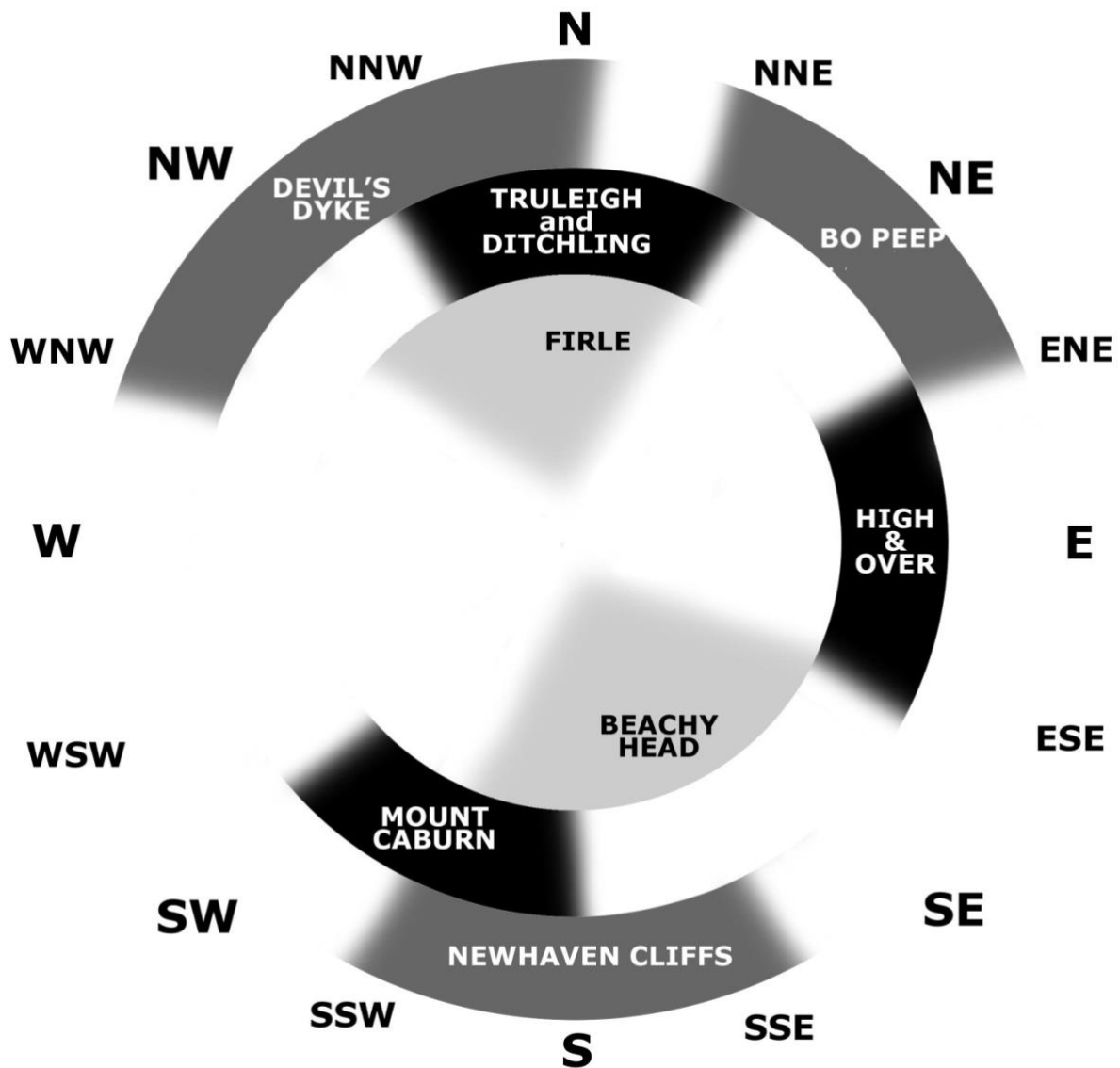


# SOUTHERN HANG GLIDING CLUB

## Constitution



## **1. Preliminary**

1. a) The name of the Club shall be The Southern Hang Gliding Club hereinafter to be referred to as “the Club”.

## **2. Objects**

The objects of the Club are as follows:

- 2.a) To encourage the practice, promotion, development, participation and preservation of the sport of hang gliding and paragliding in the geographical region of the South of England.
- 2.b) To negotiate for, acquire, and protect sites in order to provide suitable facilities for hang gliding and paragliding for its members and the furtherance of Club activities.
- 2.c) To organise matters, as appropriate, for its members.
- 2.d) To encourage members and/or teams to represent the Club in championships and leagues and in other such competitions.
- 2.e) To engage in such other ancillary activities in connection with the sport of hang gliding and paragliding and the furtherance of Club activities as the Committee shall reasonably decide.
- 2.f) To represent the interests of these sports, and of members, in dealings with administrative, environmental, and other sporting bodies at both local and national level, and to promote good relations with such bodies and local communities.
- 2.g) To co-ordinate the activities of members of the Club, and to facilitate communication and exchange of information between the Club, its members, and other organisations which share a common interest or purpose with the Club.
- 2.h) To encourage the maintenance and development of standards of safety, responsibility, and skill in hang gliding and paragliding, and in the use of sites for these activities by members, by any means which the Committee may reasonably decide.
- 2.i) To make gifts to the SHGC Discretionary Settlement.
- 2.j) To make gifts for charitable purposes.
- 2.k) To borrow and raise money in such manner as the Committee shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Club’s property and assets.
- 2.l) To lend and advance money or give credit on such terms as may seem expedient and with or without security, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Club may approve and to secure or guarantee the payment of any sums of money or the performance of the Club’s obligations.
- 2.m) To lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the Committee, affect or advance the principal objects in any

way.

- 2.n) To enter into contracts to provide services to or on behalf of other bodies.
- 2.o) To provide and assist in the provision of money, materials or other help.
- 2.p) To open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments; and
- 2.q) To do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in this clause 2.

### **3. The Club**

- 3.a) The Club shall be a members' Club and shall be a member club of or affiliated to the British Hang Gliding and Paragliding Association ("The BHPA") or any successor organisation established for the same purposes. The Club may become a member of or affiliated to any other body which shares a common purpose with the Club.
- 3.b) The Club shall consist of flying members and corporate members only, or any other class of membership, as approved by the Committee, from time to time.
- 3.c) The Club will comply with all current and future relevant and appropriate BHPA regulations, or those of any successor organisation established for the same purposes.

### **4. Membership**

- 4.a) The Committee shall in its absolute discretion decide on all applications for membership of the Club. The Committee need not provide reasons for such decision making.
- 4.b) The Committee may from time to time prescribe criteria for membership.
- 4.c) Membership of the Club is not-transferable.
- 4.d) Temporary members under instruction are permitted to use the Club's sites for the purposes of gaining a flying qualification.
- 4.e) No temporary member shall be trained on an SHGC site unless the school conducting the training is a corporate member of the Club.
- 4.f) Only schools registered with the BHPA and whose instructors are also individual members of the Club shall be eligible for corporate registration with the SHGC. Schools must ensure that their students are members of the BHPA.
- 4.g) Proof of SHGC membership must be visible immediately prior to launch from any SHGC site. Any Club member has the right to request proof of membership of the SHGC from any person and, in extremis, has the right to deny flight to any pilot unable or unwilling to show evidence of current SHGC membership.
- 4.h) All hang gliders or paragliders flown on a SHGC site must be certified according to the appropriate BHPA or nationally accepted airworthiness regulatory schemes.

## **5. Subscription fees**

- 5.a) Membership subscription fees shall be decided on an annual basis by the Committee.
- 5.b) Any member in default of their membership subscription fee for more than six months shall be excluded and their membership shall automatically terminate. Any re-application for membership by such person must be accompanied by full payment for membership fees up to the point of exclusion.

## **6. Committee and Officers**

- 6.a) The affairs of the Club in all matters shall be managed by the Committee.
- 6.b) The Committee may include a Chairman, Secretary, Treasurer, Membership Secretary, Safety Officer, Site Officer (dealing with landowners), and Chief Coach together with up to four other members or officers as shall from time to time be co-opted or appointed by the Committee and/or elected in General Meetings. Any flying member of the Club elected to the Council(s) of the BHPA may be an ex-officio member of the Committee.
- 6.c) The Secretary shall take Minutes of every full Committee meeting. Copies of such minutes may be made available to a member upon reasonable request.
- 6.d) The specific duties and qualifications required for the positions of Safety Officer and Chief Coach shall be dictated by the BHPA. The Safety Officer and Chief Coach must comply with such requirements at all times.
- 6.e) The Club's Safety Officer shall organise the safe flying conduct of the membership and co-opt such assistance from the membership as he or she sees fit in order to comply with BPHA rules and regulations.
- 6.f) All members of the Committee shall be elected by the members at the Annual General Meeting of the Club for a term of 12 months, or until such time as the next following Annual General Meeting is held.
- 6.g) Any member of the Committee not seeking re-election to the Committee shall retire at the next following Annual General Meeting following his election.
- 6.h) Any member of the Committee shall be eligible for re-election to serve a further term on the Committee without limit.
- 6.i) Any member seeking election to the Committee who has any business, commercial, or financial interest in hang gliding or paragliding shall declare the details of such interest before the election by written notice to the Secretary, along with a statement as to whether, in his reasonable opinion, such interest would create a conflict of interest for the Member if he were to serve on the Committee.
- 6.j) The existence of such a declaration, and whether or not it amounts to a conflict, but not its content shall be made known to the members before any election is held.
- 6.k) If the member is elected as a member of the Committee he shall declare his interest prior to any vote of the members of the Committee. If such interest is not one which is considered a conflict, then the member may vote and be counted as part of the quorum in connection with that particular matter. But if such interest does amount to a conflict then the other members of the Committee shall in their absolute discretion decide whether to permit the interested member to vote and count in the quorum of the

Committee.

- 6.l) The Committee may appoint one or more sub-Committees for such purposes as it may deem appropriate.
- 6.m) One half of the members of the Committee or any sub-Committee shall constitute a quorum of that Committee or sub-Committee.
- 6.n) If the numbers of votes for and against a proposal at a meeting of the Committee are equal, the Chairman shall have a casting vote.
- 6.o) Any member of the Committee can be removed from office by an ordinary resolution of the members.
- 6.p) Any member of the Committee may call a meeting of the members of the Committee by giving reasonable notice to them of the meeting.
- 6.q) Any member may, on reasonable notice, attend a meeting of the Committee as an observer, but may not vote or address the meeting in any way unless specifically requested to do so by the Chairman.
- 6.r) The Chairman may in his absolute discretion and without providing reasons require any observing member to leave a Committee meeting, or refuse a member entry to such meeting.

## **7. Funds and Property**

- 7.a) The property and funds of the Club cannot be used for the direct or indirect benefit of any member or members other than as reasonably allowed by the rules or in furtherance of the Club's objects.
- 7.b) The financial year of the Club shall end on the last day of February in each year unless changed by an ordinary resolution of the members.
- 7.c) The Club may also, in furtherance of its objects;
  - i) Sell and supply food and drink;
  - ii) Sell and supply merchandise;
  - iii) Enter into such other commercial activities considered by the Committee to be in the furtherance of the Club's objects.
  - iv) Employ members and remunerate them for providing goods and services, on fair terms set by the Committee;
  - iv) Reimburse volunteer members for any reasonable expenses properly incurred in assisting with such sale and supply as provided for in this clause or in connection with the furtherance of the Club's objects.
- 7.d) All surplus Club reserves, income or profits shall be gifted to the SHGC Discretionary Settlement. For the purposes of this clause, "surplus" shall mean once all known liabilities have been provided for, including leaving sufficient funds for the Club to meet its day to day financial requirements.
- 7.e) No distribution of capital or income shall be paid or otherwise returned to the members in cash or otherwise.

## **8. Accounts and Auditors**

- 8.a) The Treasurer shall keep such proper books of account as will enable him to present at every AGM of the Club or at any time if required, on not less than ten days' notice to him, an accurate report and statement concerning the finances of the Club, to the best of his knowledge and based on evidence presented to him.
- 8.b) The Committee may appoint a suitably qualified accountant or auditor to review and approve the accounts as required.

## **9. Annual General Meeting (AGM)**

- 9.a) An AGM of the Club shall be held no later than 6 months after the end of the Club's financial year end.
- 9.b) Notice of the day, time and place of the AGM shall be given to each member together with an agenda at least fourteen days before such day by e-mail and/ or on the Club's website and / or on any of the social media platforms.
- 9.c) Each member is responsible for ensuring that their own contact details remain accurate and up to date, and the Club shall not be liable any failure to notify any member of any such meeting or other Club communication if such member has failed to accurately maintain their details on their account on the Members' database.
- 9.d) A General Meeting of the Club other than an AGM may be summoned at any time by the Committee or shall be summoned upon request of a minimum of ten percent of the members of the Club in writing addressed to the Secretary.
- 9.e) The provisions as to notice referred to above in respect of the AGM shall also apply to a General Meeting but the period of fourteen days referred to may be abridged at the discretion of three quarters of the Committee if the urgency of the business to be discussed in its opinion so requires.
- 9.f) At any AGM of the Club every member shall be entitled to be present and shall be entitled to one vote on every question and or motion either in person or by recognised proxy vote nominating either the Chairman of the meeting or an alternative member to vote on his or her behalf.
- 9.g) In the case of equality of member votes, the Chairman of the meeting (who shall be the Chairman of the Committee, or his appointed Deputy) shall have a second or casting vote.
- 9.h) Voting will be by way of a simple show of hands except where the Chairman decides voting shall be by ballot or where voting is required for a special resolution.
- 9.i) The Secretary shall take Minutes of the Proceedings of all General Meetings of the Club.

## **10. Rules and Regulations**

- 10.a) The Committee may from time to time vary and revoke the rules and regulations of the Club for the safety of members and the public and other such purposes incidental to the objects of the Club.

## **11. Conduct of Members**

- 11.a) Members shall conform, during their flying activities, to the Code of Practice, Flying Recommendations and Flying Rules and any other requirements as laid down by the BHPA, then CAA, and also to the individual site regulations and safety rules of the Club.
- 11.b) The Committee may suspend or terminate the membership of any member whose conduct is or has been in the opinion of the Committee contrary to the interest of the Club or in breach of any rules or regulations made by the Committee from time to time, or in breach of clause 11.a). If that Club member holds Committee office, he may not serve on the Committee for the duration of the suspension.
- 11.c) Upon the suspension of the membership of any member (written notice of which shall be given to such member) such suspended member may summon a General Meeting of the Club for a day not earlier than twenty-one days following the suspension but otherwise in accordance with the provisions of clause 9.d). At such meeting any allegations against the suspended member shall be detailed by a member of the general Committee and the suspended member shall if he desires be heard in answer. The decision of the Club, at the said meeting, whether to reinstate or continue the suspension of or terminate a person's membership shall be taken by ordinary vote and shall be final and conclusive.
- 11.d) While on or in the vicinity of any site administered or controlled by the Club, or while engaged in hang gliding or paragliding, or any associated activities, members are expected to be mindful of the interests, reputation, and public perception of these sports and of the Club and its objects. Members must ensure that by their actions and behaviour no damage or discredit is done to these various interests. Members should always act and behave in an ethical, decent, and honest manner in all dealings with fellow members and other persons.
- 11.e) Members may not use the Club's name to obtain or attempt to obtain any monies, property, goods, facilities, services, access to land, or preferential treatment from any other person except when acting with the direct authority of the Committee.
- 11.f) Members are expected to show due and proper regard and respect for the land, and any people, property, vegetation, wildlife, and other amenities situate on that land, which they may use, visit, or pass through or over while engaging in hang gliding or paragliding or any other associated activities.
- 11.g) Members are expected to report any action or behaviour of any member or members which is contrary to the requirements of this Constitution to the Committee. The Committee shall then take such action towards that member or those members as it shall in its absolute discretion determine.

## **12. Resolutions and Notices**

- 12.a) All ordinary matters which have to be decided by vote shall be decided by a simple majority of votes of those members who are present (including those who are not present but have provided proxy voting instructions) and are entitled to vote.
- 12.b) All special matters shall be decided by vote for which three quarters of those members who are present (including those who are not present but have provided

proxy voting instructions) and are entitled to vote support the resolution.

- 12.c) The accidental omission to give notice of a meeting to or the non-receipt of the notice of a meeting by any member shall not invalidate any proceedings or resolutions at any meeting whether it be a meeting of the Committee or a meeting of the Club.
- 12.d) The Committee may propose that a matter shall be decided by a written resolution of the members. Such written resolution shall be open for a period of 21 days from but excluding the date that it is notified to members.
- 12.e) If the proposed written resolution is an ordinary resolution, then the threshold for approval shall be a simple majority of all members, and not just those that respond.
- 12.f) If the proposed written resolution is a special resolution, then the threshold for approval shall be seventy five percent of all members, and not just those that respond.

### **13. Exclusion of Liability, Indemnity and Insurance**

- 13.a) Neither the Club nor any Officer of the Club shall be liable to any member or guest of a member for any loss or damage to any property occurring from whatever cause in or about Club premises or flying sites; nor for any injuries sustained by any member or guest whilst on or entering Club premises or sites to the maximum extent permitted by law. Members shall make their guests aware of such exclusion of liability.
- 13.b) Subject to clause 13.d) but without prejudice to any indemnity to which a relevant officer is otherwise entitled each relevant officer shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs
- 13.c) The Club may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in clause 13.b) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 13.d) Clause 13.b) does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any statutory provision or by any other provision of law and any such indemnity is limited accordingly.
- 13.e) The Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant officer in respect of any relevant loss.

In this clause:

a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Club; and

a **relevant officer** means any member of the Committee or other officer of the Club.



## **14. Alteration of this Constitution**

14.a) These rules may be revoked, added to or altered by a special resolution of the Members.

## **15. Dissolution**

15.a) The Club may be dissolved by a special resolution of the members.

15.b) The Committee will then be responsible for the orderly winding up of the Club's affairs.

15.c) If, upon the dissolution of the Club, there remains after satisfaction of all its debts and liabilities any money or other property whatsoever the same shall not be paid or applied or distributed among the members but shall be applied by the Committee, Trustees or other person appointed by the Meeting for that purpose to one or more of the following:

i. To another Club organised with a similar purpose in the pursuit and promotion of hang gliding and paragliding or

ii. To the Club's national governing body (THE BHPA) or any successor organisation.

## **16. Interpretation**

16.a) Clause headings shall not affect the interpretation of this Constitution.

16.b) References to clauses are to the clauses of this Constitution.

16.c) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

16.d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

16.e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

16.f) A reference to writing or written includes email but no other form of electronic communication.

16.g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

16.h) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 17. Revision History

19<sup>th</sup> April 1991

19<sup>th</sup> March 2011

[ ] [ ] 2020