



Warthog Radio Flyers

Constitution

1. NAME

The name of the club shall be WARTHOG RADIO FLYERS (hereinafter referred to as "The Club").

2. OBJECTIVES

- 2.1 The objectives of The Club shall be to **form a friendly association of Model Flyers, to promote model flying and the interests of persons engaged therein** and, without derogating from the generality of the foregoing, to:
- (a) Provide facilities for its members to participate in model flying at club, regional, provincial, national and international level;
 - (b) Advance the sport of model flying;
 - (c) Co-operate with clubs, associations and organizations which have interests similar to the interests of The Club.

3. LEGAL CAPACITY

The Club shall be a body corporate, not for gain, with perpetual succession and capacity to acquire rights and incur obligations independent of its members. All assets, funds or property of The Club shall be held or registered in the name of The Club as a corporation at law. All the income of The Club shall be applied solely towards the promotion of its objectives and no portion thereof shall be paid or transferred directly or indirectly to any member or members, provided that nothing herein contained shall prohibit the payment of bona fide remuneration to any servant of The Club or to any member in consideration of any service actually rendered to The Club.

4. LEGAL PROCEEDINGS

The Club shall have the power to sue or be sued in its own name and the authority to institute or defend legal proceedings shall be signed by the Chairman and Secretary, who shall have the power to represent The Club in all such proceedings.



5. LIABILITY OF MEMBERS

The liability of every member shall be limited to the amount of subscription due by such member in terms of Clauses 11 and 12 of this Constitution, and unpaid, and beyond this no member shall be held personally liable for any debts of The Club.

6. RESPONSIBILITY TOWARDS LESSOR

The club will at all times ensure that the terms of the contract between the Property Owner and the club are implemented and adhered to.

7. POWERS

7.1 For the furtherance of its principal objects The Club shall have the power:

- (a) To open and operate banking, building society, and other accounts;
- (b) To draw, make or accept, endorse, negotiate, and execute cheques, promissory notes, bills of exchange and other negotiable instruments;
- (c) To invest or employ in such manner as The Club shall deem fit, such "funds" which are not immediately required by The Club;
- (d) To lend money or other assets to such persons and on such terms and conditions as The Club may deem fit either with or without security;
- (e) To borrow or raise money;
- (f) To secure the payment of money or the performance of any obligation of The Club in such a manner as The Club shall deem fit;
- (g) To accept donations, gifts, bequests and benefits of whatever nature or kind;
- (h) To purchase, take on lease or exchange, hire or otherwise acquire any movable or immovable property, corporeal or incorporeal, rights or privileges;
- (i) To improve, develop, manage, sell, exchange, lease, donate, subdivide, consolidate, dispose of, turn to account or otherwise deal with all or any part of the property and rights of The Club;
- (j) To appoint subcommittees to investigate, report on and promote matters referred to them and to revoke any such appointment;
- (k) To appoint and dismiss any officials, agents and employees and to determine and pay their remuneration;



- (l) To conduct any lawful business solely for the furtherance of the objectives of The Club;
- (m) To make rules and by-laws not inconsistent with the provisions of this constitution;
- (n) To take such disciplinary action against a member as may be considered desirable in the interests of The Club;
- (o) To generally do all such acts and things as are incidental to the attainment of The Club's objectives.

8. MEMBERSHIP

8.1 Membership shall be of the following type:

- (a) Ordinary membership
- (b) Student membership
- (c) Junior membership
- (d) Temporary/Day membership
- (e) Courtesy membership
- (f) Pensioner membership
- (g) Life/Fixed Term membership
- (h) Honorary Life membership

8.2 Ordinary Membership

Ordinary membership shall consist of and be limited to persons interested in Radio Control Flying and shall be decided upon by the Committee on application in writing. Members may be accepted by the Committee subject to the provisions of Clause 9 below.

8.3 Student Membership

Student membership shall consist of and be limited to persons who are of the age between 19 and 24 years old (inclusive of both ages), that are interested in Radio Control Flying. Members may be accepted by the Committee subject to the provisions of Clause 9 below. Student Members shall be entitled to all the benefits of Ordinary Members save that they shall have no vote at meetings of The Club.



8.4 Junior Membership

Junior membership shall consist of and be limited to all persons eighteen years and younger, interested in Radio Control Flying and shall be decided upon by the Committee on application in writing. Members may be accepted by the Committee subject to the provisions of Clause 9 below. Junior Members shall be entitled to all the benefits of Ordinary Members save that they shall have no vote at meetings of The Club.

8.5 Temporary/Day Membership

Non-members of The Club who wish to fly at The Club must pay a landing fee, as determined by the Committee, before being allowed to fly.

The landing fee is valid only for the current day and is not transferable. A person may only make use of this facility on three occasions in any one Club Year.

8.6 Courtesy Membership

Courtesy membership may be extended by the Committee to accommodate membership types and conditions not previously defined in this document. Such members shall have no vote at any Club meetings.

8.7 Senior Membership

A Pensioner is defined as a person over the age of 60 years.

8.8 Life Membership/Fixed Term

Life or fixed term membership may be purchased by a member in good standing under specific terms and conditions as set out by the Committee.

8.9 Honorary Life Membership

Any person that The Club wishes to honour may be elected as an Honorary Life Member by a two-thirds majority of votes at an Annual General Meeting. Honorary Life Members shall be entitled to all the benefits of Ordinary Members including the right to vote at meetings of The Club. The number of Honorary Life Members shall not exceed ten percent of the total membership.

Further; a member on reaching 70 years of age, and being in good standing with The Club for 10 years shall in the next financial year be deemed a paid up Honorary Life Member.



9. CONDITIONS OF ACCEPTANCE

- 9.1 All persons accepted by the Committee only become members on payment of the correct subscription and entrance fees. The Committee shall have the right to refuse membership without assigning any reason for such refusal. All persons accepted by the Committee shall serve a period of three months probation before becoming full members. The Committee may cancel an applicant's membership during this time without assigning any reason for such refusal. Membership and entrance fees of the person so refused will be refunded as laid down in Clause 10.2 of this Constitution.
- 9.2 It is further required that all members of The Club will have to prove that they are members, in good standing, with the National Association of Aeromodellers (SAMAA).

10. CESSATION OF MEMBERSHIP

- 10.1 Membership shall cease on the happening of any of the following events:
- (a) Failure to pay subscriptions within thirty days after such omission has been notified by the Secretary by letter to such member at his last known address;
 - (b) During the probation period of new members as decided by the Committee;
 - (c) Upon receipt of a written resignation;
 - (d) Upon membership being terminated in terms of Clause 23 of this constitution.
- 10.2 In the event of cessation of membership, as contemplated by Clauses 10.1(c) and 10.1(d) of this Constitution, such former member shall forfeit to The Club all monies paid. In the case of Clause 10.1(b) all membership and entry fees will be refunded with the exception of twenty five percent of the membership fees.

11. SUBSCRIPTIONS

- 11.1 The subscription for Ordinary, Junior and Student members shall be determined at the Annual General Meeting. The subscription shall be payable on admission to membership and thereafter within thirty days of the commencement of the Club Year. Members joining after the commencement of The Club Year shall have their subscription reduced in a manner as decided by the Committee.
- 11.2 New members shall pay an entrance fee when joining The Club. This entrance fee shall be decided at the Annual General Meeting. The full amount of the entrance fee shall be payable no matter what time of year the person is admitted. If an applicant is a former member of The Club, the entrance fee may be waived at the discretion of the Committee.



- 11.3 In the event that a new applicant is an immediate family member (spouse or parent/child relationship) of a paid-up member the entrance fee shall be waived.
- 11.4 No subscription shall be payable by a Life Member, an Honorary Life Member or a Courtesy Member of The Club.

12. INSURANCE

As a member in good standing of SAMAA, any club member has Public liability insurance. The club will have no further involvement in any insurance scheme.

13. CLUB YEAR

The Club and Financial Year shall commence on the first day of October in every year and shall terminate on the last day of September of the following year.

14. POWERS AND DUTIES OF THE COMMITTEE

- 14.1 All the powers of The Club shall be vested in the Committee consisting of eight members of whom six will be elected at The Annual General Meeting. The Gerotek representative at the NATR Paardefontein will be a permanent member of the Committee with full voting rights. The term of the Chairman of the Committee will coincide with the term of the Gerotek lease contract and a new Chairman will be elected at the Annual General Meeting prior to the renewal of the lease contract. No member of WRF, who has a material interest in an aeromodelling hobby shop and/or is a registered SAMAA Dealer, may hold any of the following positions on the Committee:
- Chairman
 - Vice Chairman
 - Secretary
 - Treasurer
- 14.2 The Committee shall have full power and responsibility to manage all the business and affairs of The Club and shall in all things act for and in the name of The Club, and shall give effect to the provisions of this Constitution and all instructions of every Annual or Special General Meeting of The Club and shall apply itself to the attainment and advancement of the objectives of The Club.
- 14.3 The Committee shall be empowered to delegate to sub-committees the powers of the Committee relating to the matters and objectives for which the sub-committees are appointed. Members of such sub-committees need not be members of the Committee but at least one member of the committee must be represented in such a committee.



- 14.4 The members of the Committee shall have the right to co-opt a member of The Club to fill a casual vacancy occurring during its term of office, provided that if more than half the members of the Committee resign the remaining members shall forthwith call a Special General Meeting of The Club for the appointment of members to fill the vacancies thus occurring.
- 14.5 The Committee shall meet at such intervals and at such a place as the Committee or the Chairman may determine, provided that it shall be the duty of the Chairman to ensure that at least one meeting is held every three calendar months.
- 14.6 In the event of the Chairman ceasing to be a member of The Club, the Vice-Chairman shall assume the office of Chairman until the Annual General Meeting.
- 14.7 **Five members shall form a quorum at any Committee meeting.**
- 14.8 In the event of any Committee member failing to attend three consecutive meetings without good reason (as determined by the committee) he shall *ipso facto* cease to be a member of the Committee, whereupon the remaining members of the Committee shall co-opt a member in his stead.

15. PROCEDURE FOR ANNUAL AND SPECIAL GENERAL MEETINGS

- 15.1 The Annual General Meeting of The Club shall be held during the month of August in each year on a day, time and place decided upon by the Committee.
- 15.2 The Committee may call a Special General Meeting and the Committee shall be obliged to call such meeting within one month of receipt of written request to do so by at least ten members of The Club. Such request shall specify the matter or matters for which the meeting is requested and deal exclusively with such matters.
- 15.3 The Secretary shall either e-mail or post written notice of the Annual or Special General meeting to each member, in good standing, of The Club at least twenty-one days prior to such meeting. Such notice shall be addressed to each member's last known address and shall specify the business to be conducted at the meeting.
- 15.4 A member who wishes to have an **item placed on the Agenda of the Annual General Meeting or would like to nominate a member for election to the committee** shall notify the Secretary **in writing at least seven days** prior to the date set for the AGM.
- 15.5 **Ten members shall form a quorum at any meeting of the general members of The Club.**



- 15.6 If within half an hour from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned and the Ordinary members in attendance shall be empowered to call a subsequent meeting at which the members present shall form a quorum. Such subsequent meeting shall take place within fourteen days at such time and place as shall be decided upon by the members in attendance.
- 15.7 The **Annual General Meeting shall elect a committee** as prescribed in clause 14.1. The full committee will in turn select the appropriate office bearers at their first committee meeting.

16. VOTING

- 16.1 Except as otherwise provided in this Constitution, matters put to the vote at any meeting, including a Committee meeting, shall be decided by the vote of the majority of members present and voting. Voting shall be by show of hands unless a poll is demanded by at least two members.
- 16.2 At any Annual or Special General Meeting every ordinary, life/fixed term, and honorary life member of The Club shall have one vote.
- 16.3 It shall be the prerogative of the Chairman to preside at all Club and Committee meetings. In the absence of the Chairman, the Vice-Chairman will preside at the meetings, or the members present and forming a quorum shall elect a Chairman of such meeting.
- 16.4 At a meeting of the Committee each member of the Committee shall have one vote.
- 16.5 At all meetings the Chairman shall have a casting vote in addition to his deliberative vote.
- 16.6 Voting by proxy will not be allowed

17. DUTIES OF THE CHAIRMAN

The duties of the Chairman shall be:

- (a) The Chairman is duly authorised to sign the lease agreement with the lessor on behalf of the Committee
- (b) The Chairman shall ensure that all Office Bearers perform their duties adequately and make the necessary arrangements for assistance or relief if circumstances so require
- (c) The Chairman must strive to achieve club unity
- (d) The Chairman must ensure compliance to the Constitution and the Contract with the lessor



- (e) The Chairman will act as the Chairman of the Disciplinary Committee

18. DUTIES OF THE VICE CHAIRMAN

The duties of the Vice Chairman shall be:

- (a) The Vice Chairman will stand in for the Chairman whenever he/she is not available for any meeting
- (b) As per Clause 14.6 the Vice Chairman will stand in as Chairman if the Chairman ceases to be a member of the club
- (c) The Vice Chairman forms the third signatory to the bank account in conjunction with the Chairman and the Treasurer
- (d) The Vice Chairman will be a permanent member of the Disciplinary Committee

19. DUTIES OF THE SECRETARY

The duties of the Secretary shall be:

- (a) To keep the minutes of all proceedings of Annual and Special General Meetings and of the proceedings of Committee meetings;
- (b) To keep a register of the members of The Club;
- (c) To carry out all clerical work;
- (d) To keep proper records of the distribution of all or any trophies or badges, and of the stock or property of whatever nature or kind belonging to The Club;
- (e) To issue such notices to each member as are deemed necessary by the Committee to keep members abreast of matters relating to the activities, objects, interests and business of The Club;
- (f) To notify members of competitions, excursions or functions being organized by The Club, body or association and to which The Club is invited.

20. DUTIES OF THE TREASURER

The duties of the Treasurer shall be:

- (a) To collect and deposit all monies received in a manner and at such institutions as decided upon by the Committee and to make payments in accordance with the directions of the Committee;



- (b) To keep proper records of the transactions of The Club and assume responsibility for all monies received and expended on behalf of The Club, provided that he shall be exempted from the responsibility for monies received or appropriated by sub-committees of which he is not a member;
- (c) To table, at each Annual General Meeting, a financial statement of the affairs of The Club.

21. DUTIES OF THE SAFETY OFFICER

The duties of the Safety Officer shall be:

- (a) The Safety officer will ensure that all pilots at all stages use the flying facilities safely;
- (b) The Safety Officer will appoint at least two assistant Safety Officers that will assist him in his duties;
- (c) The Safety Officer is responsible for the Safety Rules that will be approved by the Committee, and will be responsible for the application of the safety rules in the club;
- (d) The Safety Officer is a permanent member of the disciplinary committee.

22. DUTIES OF THE TRAINING OFFICER

The duties of the Training Officer shall be:

- (a) Arrange and coordinate all Training aspects at the club with inclusion of:
 - Testing and appointing of club trainers
 - Allocating club trainers to students
 - Coordinate proficiency tests

23. DISCIPLINARY ACTION

- (a) Any member whose conduct in the opinion of the Committee is inimical to the interests of The Club shall be liable to **expulsion by a three-fourths majority of the Committee**, subject, however, to a right of appeal to the Annual General Meeting or a Special General Meeting, in accordance with clause 15.2, whose decision shall be final and binding upon the member concerned;
- (b) In the event of three-fourths of the Committee deciding to expel any member in terms of this Clause, such member shall be given an opportunity of appearing before the Committee at its next meeting and of presenting his defence and in the light thereof the Committee may decide to revise its decision to expel such member;



- (c) Should the Committee adhere to its decision and should the member elect to appeal to the Annual General Meeting or a Special General Meeting he shall convey his decision so to appeal to the Committee within twenty days after having been advised of his expulsion, but until his appeal is heard he shall not be entitled to participate in any activity of The Club.

24. INTERPRETATION OF THE CONSTITUTION

Should the interpretation of any clause or sub-clause of this Constitution, or any rules or By-Laws promulgated in terms of Clause 7.1(m) of this Constitution, be in doubt, the decision of the Committee shall be final.

25. AMENDMENTS TO THE CONSTITUTION

- 25.1 **No alterations, amendments, or additions to this Constitution shall be made or adopted except by resolution passed by two-thirds majority of the members present, and entitled to vote, at an Annual General Meeting or a Special General Meeting called for that purpose, provided that notice of the proposed amendment appears on the Agenda of the meeting.**
- 25.2 The Secretary shall e-mail, or post, written notice and details of the proposed alteration, amendment or addition to each member at his last known address, at least twenty-one days prior to the meeting.

26. DISSOLUTION

- 26.1 The Club shall only be dissolved by a resolution passed by a two-thirds majority of the members present, and entitled to vote, at an Annual General Meeting or a Special General Meeting called for that reason;
- 26.2 The quorum for such meeting shall be at least one-third of the total number of members who are entitled to vote;
- 26.3 Notice of such meeting shall clearly state that the dissolution of The Club and the disposing of its assets will be decided;
- 26.4 If there is no quorum at such a meeting the meeting shall be adjourned in accordance with and in terms of the provisions of Clause 15 of this Constitution and when it is resumed it shall finally decide with an ordinary majority vote irrespective of the number of members in attendance.

27. FINANCIAL MATTERS

- 27.1 The Treasurer shall keep an income and expenditure account for the 12 months comprising each Club Year and all supporting documentation related shall be retained for a period of at least 5 (five) years.



- 27.2 The Club shall carry on its activities solely in a non-profit manner.
- 27.3 At least three persons, who are not family related, must accept fiduciary responsibility for The Club.
- 27.4 No single person shall directly control the decision making powers of The Club.
- 27.5 The Club shall not distribute any surplus funds to any person.
- 27.6 The Club shall not be part of a tax avoidance scheme.
- 27.7 The Club shall not pay excessive remuneration to any person having regard to what is generally considered reasonable in the sector and in relation to the service rendered.

28. WINDING UP

- 28.1 On winding up, the funds and assets of the Club shall be distributed to another club approved in terms of section 30A of the Income Tax Act or to a public benefit organization approved in terms of section 30(3) of the Income Tax Act.