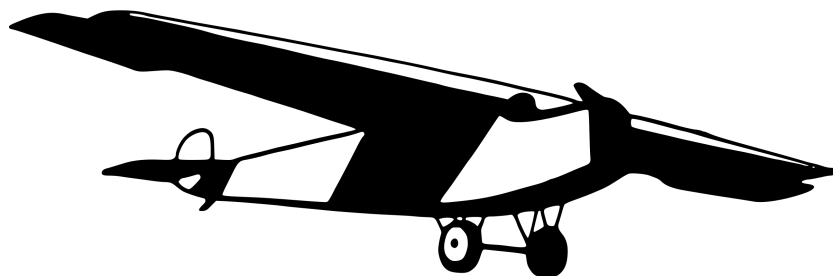
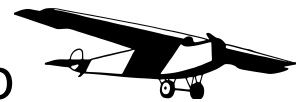
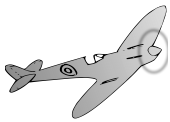


Brighthouse Model Aircraft Club

CONSTITUTION

November 2018





CONSTITUTION

Contents	Page
Constitution	1 - 5
Care of Junior Members	6
Appendix 1 Disciplinary Procedure	7 - 10
Appendix 2 GDPR Privacy Notice	11 - 13



CONSTITUTION

Words of masculine gender should be taken to include the feminine gender unless the context indicates otherwise.

GENERAL

1. The Club will be affiliated to the British Model Flying Association (BMFA).
2. The principal aim of the Club is the promotion of safe and responsible model aircraft flying.
3. Alterations to this constitution can only be made at an Annual General Meeting (AGM), or at an Extraordinary General Meeting (EGM) called for that purpose. Any proposed alterations must be submitted to the secretary in writing at least 14 days prior to the meeting.

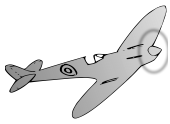
MEMBERS

4. A "member" means any class of membership.
5. The Committee has the right to refuse membership to new applicants.
6. New members will be required to serve an initial probationary period of 6 months. During this time they may have their membership terminated at the discretion of the Committee.
7. New members' subscriptions shall be dependent on membership class, plus any joining fee as decided at the AGM.
8. Subscriptions are due by January 1st. each year. Any member who has not paid his subscription for the ensuing year by this date will not be permitted to fly until they have done so. BMFA membership must be in place before flying.
9. Members who have not renewed their membership by March 1st. Will be deemed to have left the Club, and a renewal after this date will be treated as a new membership application. Reduced Club subscriptions apply from July 1st.
10. All members must be members of the BMFA and must be able to provide such evidence on request.
11. A member may be made a Life Member for extensive services to the Club. Life Members can only be created by a majority ballot of Club members at an AGM.
12. All members must comply with all Club rules. Failure to do so may result in disciplinary action from the Committee, which may lead to membership termination.
13. Members may invite guest fliers to the site but they must be BMFA members, and the Club member must assume total responsibility for the safety and actions of the guest. Guests must fly under the supervision of an instructor if their ability requires it, such arrangements to be made in advance of the visit.

RULES, DISCIPLINE AND SAFETY

(See Appendix 1, Pages 8 - 11 for Disciplinary Procedure guidance)

14. All field safety rules will be reviewed annually, and considered binding for 12 months, excepting where urgent action is required. Any additions or amendments to field safety rules can only be made by approved proposals at a General Meeting.



CONSTITUTION

15. Any complaint concerning any member must be made in writing and signed by the complainant(s), and then forwarded to the secretary so the matter can be addressed at the next Committee meeting.

16. Where an allegation of misconduct is made against a member the member may be suspended from all Club activities while an investigation is carried out.

17. The Committee may impose such a suspension, including attendance at the Club flying site, for no more than 60 days. 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 of membership where any conduct is considered prejudicial to the Club. Membership termination will be in accordance with the following procedure in order to comply with the laws of natural justice. See also Appendix 1.

(a) The member is to be given a verbal warning by an authorised Committee Member in which the member is made aware of his misdemeanour and what he is reasonably required to do to make amends. To prevent misunderstanding this verbal warning will be confirmed in writing by the secretary.

(b) If the member does not respond he is to be given a written warning by the Committee to advise him of his misdemeanour and what he is reasonably required to do to make amends.

(c) If he still fails to respond the Committee will invite him in writing to meet with them at a previously agreed date and time to discuss the situation, advising they are considering withdrawal of his membership.

(d) If he still fails to respond to reasoning, or fails to attend without reasonable cause, the Committee will advise him in writing that his membership is withdrawn, stating the reasons why.

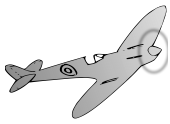
(e) When a member is advised of his membership withdrawal he must be given the right to appeal. If he opts to appeal, this will be to the Club membership at an EGM which the Committee would call on his behalf at a previously agreed date and time. Any motion to uphold the membership withdrawal, or reverse it, must be in accordance with EGM voting procedures

In the event of gross misconduct immediate membership termination, without warnings, may be considered, but the member must still be accorded his rights to present his case to the Committee, and right of appeal in accordance with (c), (d) and (e) above.

FLYING FIELD/SAFETY RULES

19. The Committee, Officers and Instructors will be responsible for the running of the flying field at all times. Appointment to the position of Instructor or Examiner can only be made by a Committee decision.

20. All flying members must be able to satisfy a Committee member or their Instructor of their ability to fly solo safely.



CONSTITUTION

COMMITTEE STRUCTURE AND APPOINTMENTS

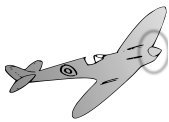
21. The Club Committee shall comprise of not more than 8 members.
22. The Committee Officers shall be Chairman, Secretary and Treasurer and Membership Secretary (3 officers in total).
23. One senior Club member should be appointed annually as the Club's BMFA Delegate who should represent the Club at all relevant meetings.
24. Any Committee member or member who is involved in any organisational position in the Club must hold membership of the BMFA.
25. Committee Officers and members shall be elected at the AGM from written nominations received no later than 28 days prior to the meeting, to serve for a period of one year. The Committee will be elected by majority vote from members present. All fully paid up members and life members are eligible to vote.
26. Should a Committee position become required the Committee may, by a majority vote, co-opt a replacement who may then serve until the following AGM.

COMMITTEE ORGANISATION AND POWERS

27. Committee members will have full voting rights at all meetings. In the event of a tie the Chairman will have a casting vote in addition to his initial standing vote.
28. The Committee are authorised to carry out negotiations and make decisions in the interest of the Club, or on behalf of the membership, where necessary without consulting the members. Approval from the membership at an ordinary meeting must be sought for expenditure greater than £250-00.
29. Two Committee Officers are required to submit a sample of their signature for banking reference purposes.
30. Money may only be withdrawn from Club funds by BACS, cheque, or cash, by the Treasurer.
31. 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 for record purposes.
32. Any Committee member who incurs reasonable costs as a result of his Committee duties will be entitled to have those costs reimbursed by the Club on presenting a receipt.
33. The Committee may pay accounts and incur any normal liabilities on behalf of the Club.

VOTING AND CONDUCT OF COMMITTEE MEETINGS

34. All Committee meetings will have an agenda and be minuted. Minutes of Committee meetings will be made available to members on request to the Secretary.
35. A quorum of any Committee meeting shall consist of a majority of Committee members.
36. All proposals must be seconded and voted on. A majority vote of those present is required to carry such a proposal.
37. Voting will normally be by a show of hands.



CONSTITUTION

38. An audio recording of Committee meetings may be taken by the Secretary only, for the sole purpose of producing accurate minutes. The audio recording must be deleted once the written minutes are approved.

39. Any Club member may attend a Committee meeting as an observer by applying to the Secretary at least 14 days before the meeting. Any such member may be asked to leave the meeting subject to Committee approval.

VOTING AND CONDUCT OF GENERAL MEETINGS

40. All General Meetings (eg. AGM and EGM) will have an agenda and be minuted. Any other business will only be accepted at a General Meeting if the Secretary is given at least 14 days notice in writing of the item to be discussed, eg. under Any Other Business.

41. A quorum of any General Meeting is to be at least one quarter of the membership.

42. All proposals must be seconded and voted on. A majority vote of those present is required to carry any proposal, including any proposal to alter this Constitution.

43. Voting will normally be by a show of hands. Proxy and postal votes will not be permitted.

44. Amendments to proposals must be voted on first, before the proposal is voted on.

45. 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.

ANNUAL GENERAL MEETINGS

46. A date for the Annual General Meeting (AGM) will be decided each year by the Committee. At least 28 days notice of the meeting will be given to all Club members.

47. A competent individual shall be chosen by the Committee to carry out an independent examination of Club accounts before the AGM to verify that the balance sheet is correct and fairly represents the expenditure and receipts of the Club its assets, and its liabilities.

48. Annual subscriptions and the joining fee will be decided at the AGM.

EXTRAORDINARY MEETINGS

49. The Secretary will convene an Extraordinary Committee meeting within 14 days on request from any Committee officer, stating the business to be discussed.

50. The Secretary will convene an Extraordinary General meeting (EGM) 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, or email.

51. The Secretary will convene an EGM of the Club on receipt of a request in writing signed by not less than 10% of the Club membership, stating the business to be brought before the meeting. Such a meeting to be called within 28 days of request, and 28 days notice must be given to all members in writing, or email.



CONSTITUTION

INSURANCE AND INDEMNITY

52. The Club will hold both Civil and Employers Liability Insurance, provided through affiliation to the BMFA.

53. In the event of a Committee member being awarded damages or costs in the course of proceedings taken by him 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.

DISSOLUTION OF THE CLUB

54. Should it be considered necessary or desirable to dissolve the Club the Committee will call an EGM. Should a quorum fail to appear the meeting will be adjourned and a further EGM must be called within 14 days. The second meeting will proceed even if a quorum is not present, and the motion will then be carried by a simple majority vote.

55. On dissolution and after the sale of assets, settlement of all outstanding debts and the refund of Club subscriptions for the remaining part of the year to the paid up members, the funds remaining will be shared among current members of more than 2 years standing.

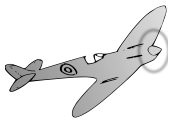


CONSTITUTION

CARING FOR JUNIOR MEMBERS

1. A Junior member is defined as being under 18 years of age.
2. Junior members must be in the presence of their parent or guardian at all times.
3. Members under the age of 14 years shall not start an engine or carry a model with engine running unless they are supervised by a responsible adult.
4. Notwithstanding the requirements of paragraph 3 above should a Senior member discover a Junior member is unsupervised he must assume responsibility for the Junior member's safety in the first instance. The situation should then be rectified as soon as possible by seeking out the Junior member's parent or guardian. Any instance of such an occurrence is to be reported to the Committee as soon as possible.
5. While supervising Junior members, Senior members should be aware of the requirements of The Children Act (1989) and avoid placing themselves in a position that could be open to misinterpretation or question. A leaflet giving advice is available from the BMFA Leicester office or the Club Secretary.
6. The above is in addition to the Club rules governing all Club members.

The membership form for Junior members must be countersigned by the parent or guardian, signifying their acceptance of terms of Junior membership.



CONSTITUTION

Appendix 1

DISCIPLINARY PROCEDURE

Minor faults or shortcomings in behaviour should normally be dealt with informally by a Committee member with a view to reaching agreement on the improvement required.

Informal warnings should not form part of the formal disciplinary procedure, and the formal procedure would not be followed before an informal warning is given. If, however, the problem persists, or if the matter is more serious, action under the formal disciplinary procedure outlined in the Club constitution should normally be taken.

The disciplinary procedure is intended to provide a formal framework to deal with the situation where an individual's conduct falls below acceptable standards, and to ensure fair and consistent treatment of all members in such circumstances.

Appeal

If the member wishes to appeal he should inform the Secretary in writing within the time frame stated in the decision notice.

The member should set out specific reasons for the appeal.

The Secretary should call an EGM in order to hear the appeal.

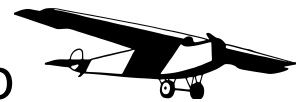
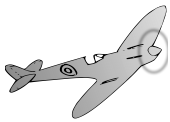
The member must take all reasonable steps to attend this EGM.

This EGM may take place after the disciplinary action, or membership termination, takes effect.

After this EGM the member must be informed of the final decision.

At any meeting under the disciplinary procedure the member concerned has the right to be accompanied by another Club member to act in a supporting capacity, but such companion may not usually answer questions on behalf of the member subject to the procedure.

The member concerned also has the right to call witnesses, or ask questions of any witnesses called by the Committee.



CONSTITUTION

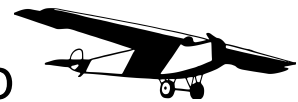
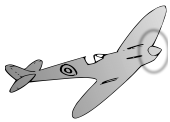
General principles for disciplinary and membership termination procedures.

- (a) Formal disciplinary action should not normally be taken until the matter has been investigated.
- (b) Where an allegation of misconduct is made against a member the member may be suspended from all Club activities while an investigation is carried out.
- (c) The member should be informed that suspension is a neutral act, it is not a disciplinary penalty and does not imply guilt.
- (d) The member should be advised of all allegations against him and have an opportunity to state his case before any formal disciplinary decision is made.
- (e) The member should be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting.
- (f) At every stage of the formal disciplinary procedure the member will have a right to be accompanied at any disciplinary meeting by another Club member.
- (g) A member should not be dismissed for a first breach of the rules, except in the case of gross misconduct, when the penalty will normally be immediate membership termination.
- (h) The member concerned will have the right to appeal against any formal disciplinary penalty.
- (i) Although the disciplinary penalties which may be imposed under this procedure will be normally imposed in the order set out in the Constitution, the procedure may be commenced at any stage if the seriousness of the member's alleged misconduct justifies this.

Disciplinary Sanctions

As part of any disciplinary procedure, where the Committee considers it appropriate to do so, they may impose a disciplinary sanction, which is a penalty. These will generally take the form of some type of warning.

- (a) **Verbal warning notice.** If conduct does not meet acceptable standards a member may be given a formal verbal warning. This should set out the conduct problem, confirmation of improvement required, and timescale for improvement to be made, together with the assistance to be provided to meet the objectives. A record of the verbal warning will be kept but the warning will be disregarded after usually a 6 month period (the time frame is dependent on the Committee's decision) provided conduct has been satisfactory.



CONSTITUTION

(b) **Written Warning.** If the offence is more serious, or there is insufficient improvement after a verbal warning, or if a broadly similar offence occurs while a verbal warning remains in force, a written warning may be given. This will set out the nature of the conduct problem and confirmation of improvement required, and timescale for improvement to be made, together with the assistance provided to meet

the objectives. The warning should also inform the member that should his conduct fail to improve, or he commits any further disciplinary offence over the next 12 months (the time frame is dependent on the Committee) he will be issued with a final written warning. The written warning will be kept on file, and the member should be informed after what time period it will be disregarded, providing their conduct or performance has been satisfactory.

(c) **Final Written Warning.** If there is still insufficient improvement after a verbal and/or written warning has been issued, or if the misconduct is sufficiently serious to warrant only one written warning, a final written warning will be given. This will provide details of the complaint, the improvement required, and the timescale for the improvement. It will also warn that a failure to improve, or any further disciplinary offences over the next 6 months may lead to membership termination. The final written warning will be kept on file and the member should be informed after what time period it will be disregarded, providing their conduct or performance has been satisfactory.

(d) **Membership Termination .** If there is still further misconduct, or failure to improve conduct, the final stage in the procedure may be termination of membership.

Examples of Misconduct

Examples of misconduct which may lead to disciplinary action being taken include, but are not

Limited to:

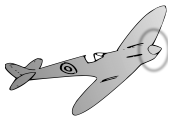
- (a) Failure to comply with field safety rules.
- (b) Breach of Club policies and practices.

Examples of Gross Misconduct

The Club may consider some types of misconduct to be so serious that a disciplinary warning would be an insufficient penalty. Such offences are known as offences of gross misconduct.

Where the offence is one of gross misconduct the normal penalty will be membership termination without a prior warning being issued (summary membership termination).

Membership termination for gross misconduct will not normally occur until a disciplinary meeting has taken place.

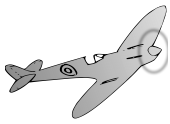


CONSTITUTION

Matters which may justify summary membership termination include, but are not limited to:

- (a) Dishonesty, theft and fraud from the Club or its members.
 - (b) Deception, for example making untrue statements in membership applications, or falsifying expenses incurred on behalf of the Club.
 - (c) Vandalism or sabotage of Club equipment and property.
 - (d) Fighting, or seriously disruptive behaviour, or offensive or abusive language.
 - (e) Serious misuse of computer, email and internet systems, including posting to Club websites, or emailing pornographic, offensive or obscene emails to members.

 - (f) Misuse of Club financial or other confidential Club information.
 - (g) Acts of bullying, harassment or discrimination.
 - (h) Model flying under the influence of alcohol, illegal drugs, or other intoxicants.
 - (i) Misconduct which may bring the Club into disrepute.
 - (j) Serious breaches of the Club's policies, procedures and safety rules.
 - (k) Deliberate or serious damage to the Club's/landowner's property, or causing loss, damage or injury through serious negligence.
 - (l) Any criminal offence carried out at the Club site or during Club meetings/ events where such offence impacts, or may impact, upon the Club.
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CONSTITUTION

Appendix 2

PRIVACY NOTICE

At the Brighouse Model Aircraft Club, hereafter referred to as the Club, we're committed to protecting and respecting your privacy.

We have not appointed a Data Protection Officer to oversee our compliance with Data Protection laws as we are not required to do so, but our Data Protection Compliance Officer has overall responsibility for data protection compliance in our Club. Contact details are set out on the

"Contacting us" section at the end of this privacy notice.

This notice explains when and why we collect personal information about people who join the Club, by whatever means, how we use it, the conditions under which we may disclose it to others, how we keep it secure, and your rights in relation to your personal data.

We may change this notice from time to time so please check the Club website at <http://www.brighousemac.co.uk>, or request a copy occasionally to ensure that you're happy with any changes. By becoming a member of the Club you are agreeing to be bound by this notice.

Any questions regarding this notice and our privacy practices should be sent by email to the Club Data Compliance Officer.

How do we collect information about you ?

We obtain information about you when you apply to become a member of the Club, either online with the British Model Flying Association (BMFA), via telephone, or in person.

What type of information is collected about you ?

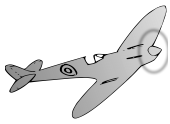
The personal information we collect might include your name, address, email address, telephone number, gender and IP address.

The legal bases for the processing of you personal data is to enable the Club to fulfil its contractual obligations and provide membership services.

How is your information used ?

We may use your information to:

- process your membership.
- to carry out our obligations arising from your membership.
- seek your views or comments on matters relating to the Club and model aircraft flying.
- notify you of changes to our services.



CONSTITUTION

▪ send you communications which you have requested and that may be of interest to you. These may include information about Club events, other club events, Club related matters, also information from the BMFA that may be of interest.

How long do we retain your information ?

We will hold your personal information on our systems for as long as is necessary to carry out our obligations in relation to your membership, or as long as is set out in any relevant agreement between us.

Where an individual person's Club membership lapses then his information will be securely kept for a period of 12 months, after which it will be deleted.

Who has access to your information ?

We will not sell or rent your information to third parties.

We will not share your information with third parties for marketing purposes.

All members of the Club must also be members of the BMFA. By joining the Club you give consent for your personal data to be shared with the BMFA to enable provision of BMFA membership services. Please see the BMFA privacy policy at: <https://www.bmfa.org/Privacy-Policy>

Please be re-assured that we will not release your information to third parties beyond the Club unless we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime.

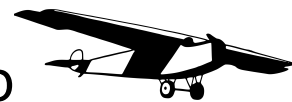
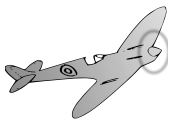
How can you access and update your information ?

The accuracy of your information is important to us. You can check the information we hold is correct on the member's dashboard area of the BMFA website, and update the information if necessary directly through the website, or by email to the BMFA secretary.

What are your rights ?

(a) **Right to access:** You have the right to confirmation as to whether or not we process your personal data and, where we do, access the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable fee. You can access your personal data by visiting your member's dashboard when logged onto our website.

(b) **Right to rectification:** You have the right to have any inaccurate personal data about you rectified, and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.



CONSTITUTION

(c) **Right to erasure:** In some circumstances you have the right to erasure of your personal data without undue delay. Those circumstances include: personal data being no longer necessary, you are no longer a Club member and wish the data not to be held for our standard 12 month period.

Please note that a request for data erasure for a current member would require that member to forfeit membership. The data is required for the Club to fulfil its obligations.

(d) **Right to restrict processing:** In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our BMAC Privacy Notice V1 processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis we may continue to store your personal data. However, we will only otherwise process it, with your consent, for the establishment, exercise or defence of legal claims, for the protection of the rights of another natural or legal person, or for reasons of important public interest.

(e) **Right to object to processing:** You have the right to object to our processing of your personal data for direct electronic communications purposes. If you make such an objection we will cease to process your data for this purpose.

(f) **Right to data portability:** To the extent that the legal basis for our processing of your personal data is that the processing is necessary for the performance of a contract to which you are party, and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

(g) **Right to complain to a supervisory authority:** If you consider that our processing of your personal information infringes data protection laws you have a legal right to lodge a complaint with the Information Commissioners Office. <https://ico.org.uk>
