

# Essex Gliding Club Rules

## 1. Objects

The Club shall be called The Essex Gliding Club, and the Objects of the Club shall be to promote, encourage and control the amateur sport of gliding and soaring in Essex and neighbouring areas.

## 2. Defined terms

In these rules, unless the context requires otherwise:

Accounts		The income and expenditure statement and balance sheet of the Club as at the end of each financial year, together with explanatory notes
AGM		Annual General Meeting
Assets		The land, buildings, aircraft and other equipment owned by the Company
BGA		British Gliding Association
CASC		A Community Amateur Sporting Club as defined by HMRC.
Chief Flying Instructor		The individual duly appointed by the Committee in accordance with British Gliding Association Rules and Laws to supervise all instruction, flying and operations at the Club
Club		The Essex Gliding Club
Company		Essex Gliding Club limited, registered number 00672632, and any subsidiary or associate thereof
Committee		The operating Committee of the Club appointed from time to time in accordance with rule 6
Director		A person or persons appointed a director of the Company from time to time in accordance with rule 6.j
Flying Order Book		The rules and regulation prescribed by the Chief Flying Instructor to ensure safe operation of all gliding and flying activity at the Club in line with British Gliding Association regulation
Glider		A Glider or Self Launching Motor Glider
Member		A fully paid up Member of Essex Gliding Club as defined in rule 4
Operation		The provision of glider launching and glider hire to the Members
Tariff		The schedule of payment for subscriptions, services and flying fees provided to Members in accordance with rule 10

### **3. Constitution**

- a. The Club is a proprietary Club, the proprietor and sole manager of which is the Company.
- b. The Company will provide the Club with everything reasonably necessary for carrying on the Club in accordance with its Objects as defined in rule 1 and these Rules
- c. The Company will be solely responsible for all expenses connected with meeting the Objects as defined Rule 1, including but not restricted to the following:
  - i. The engagement and payment of salaried employees and contractors
  - ii. The purchase and maintenance of suitable aircraft
  - iii. The provision of adequate facilities and equipment to meet the Objects
  - iv. The procurement of suitable insurance to protect the Operation and the Assets
  - v. All other acts necessary to provide an agreed service to the Members.
- d. All surplus income or profits are to be reinvested in the Club. No surpluses or assets will be distributed to members or third parties (except as provided for in Rule 12).

### **4. Membership**

#### **a. Applications for Membership**

- i. Membership of the Club shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of Membership according to available facilities is allowable on a non-discriminatory basis.
- ii. The Club may have different classes of Membership and subscription on a non-discriminatory and fair basis. The company will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- iii. The Committee may refuse Membership, or remove it, only for good cause such as conduct or character likely to bring the company or sport into disrepute. Appeal against refusal or removal may be made to the Members as set out under the Club's 'Complaints and Disciplinary Policy'.

#### **b. Conditions of Membership**

- i. All Members shall be subject to the Rules of the Club and those Members who actively fly as a pilot in charge will in addition abide by the Flying Order Book from time to time put in place by the Chief Flying Instructor.
- ii. The Member shall pay an annual subscription set by the Committee under the Tariff agreed in accordance with Rule 8.d, unless they are a Life Member. Any Member whose subscription is more than 6 weeks in arrears shall be deemed to have resigned his Membership of the Club unless the Committee decides otherwise.

#### **c. Benefits of Membership**

- i. Subject to these Rules for the time being in force every Member of the Club shall be entitled to use and enjoy in common with other Members of the Club, the Assets provided by the Company for use of the Club in accordance with the Tariff.

- ii. Members shall not, however, by any reason of their Membership be under any financial liability except for payment of the annual subscription and such fees and charges as are laid down from time to time by the Committee as detailed in the Tariff.

**d. Termination of Membership**

- i. A Member may withdraw from Membership of the Club by giving 7 days' notice to the Club in writing. The Member shall not be entitled to any refund of any subscription paid and any unpaid subscription for the Membership year will become immediately due and payable.
- ii. Membership is not transferable.
- iii. A person's Membership terminates when that person dies.
- iv. Membership of the Club may be withdrawn from any Member, as set out under the Club's ' Complaints and Disciplinary Policy'

**e. Types of Membership**

Club Membership shall be divided into classes with privileges and liabilities for payment of an entrance fee and subscription as follows:

- i. FULL FLYING MEMBERS who shall pay an annual subscription as laid down in the Tariff and shall be entitled to all the privileges of Membership. Full Flying Members shall include Junior Members of the Club who shall be entitled to the same privileges as adult Full Flying Members but will pay a reduced annual subscription as detailed in the Tariff.
- ii. TEMPORARY FLYING MEMBERS who shall purchase a Trial Lesson at the Club which will include one month's membership commencing from the date of their first flight at the Club. A Trial Member shall have the full rights of a Flying Member (except that they shall not have the right to invite friends and family to fly at club rates) for the period of their Membership only.
- iii. Saturday, May 6, 2023 RECIPROCAL MEMBERSHIP shall be available to visiting Members of other Gliding Clubs upon payment of such fee (if any) as is detailed in the Tariff.
- iv. AFFORDABLE MEMBERSHIP. Any individual may apply and be considered for Affordable Membership of the Club in accordance with the Club's Affordability Policy. The individual will be entitled to participate fully in the Club's activities save that flying instruction and use of club launching facilities will be restricted to one winch launched flight per week, which for the avoidance of doubt cannot be compounded throughout the year and must be taken in individual weeks. The annual subscription for affordable Membership shall be as set out in the HMRC's CASC regulations.
- v. ASSOCIATE MEMBERS shall, upon payment of such fee (if any) as is detailed in the Tariff, have the right to attend lectures and social events (on payment of any prevailing fee for those events). They may also, following appropriate training, assist with ground operations in association with, or in support of, the flying activities of the Club. Associate membership does not include for any flying activity nor does it give voting rights.
- vi. LIFE MEMBERSHIP. The Committee shall have the power to establish a scheme of Life Membership. All those qualified under that scheme shall be entitled to all the privileges of Full Flying Members.
- vii. The Committee may institute such forms of Membership as are not provided for above as they may choose from time to time.

## **5. Flying Activity**

- a. All flying activity at or from the Club shall be undertaken in accordance with the British Gliding Association Rule & Laws, the Club's Flying Order Book and any appropriate Civil Aviation Authority regulation.
- b. Membership of the Club does not imply any liability on the part of the Club or the Company to provide tuition or gliders for hire, the Committee reserving the right (which shall not be unreasonably or arbitrarily exercised) to refuse gliding facilities at any time to any Member.
- c. All Members who fly as pilot in charge of a club aircraft or operate privately owned Gliders are required to ensure that they have the requisite personal CAA/BGA license or certificate in place.
- d. All Members operating privately owned Gliders from the Club's site shall do so subject to compliance with such gliding regulations as may from time to time be considered advisable by the Committee or the Chief Flying Instructor including at the date of flight, including:
  - i. being in possession of a third party insurance policy to the limit specified by the BGA and/or CAA;
  - ii. being in possession of a current medical certificate appropriate for the aircraft flown;
  - iii. Ensuring that the aircraft is permitted to fly in accordance with its Annual Maintenance Plan.
- e. By accepting a launch or commencing a flight the Member who is the pilot in charge is confirming to the Club that the criteria in rule 5.c and 5.d have been met.
- f. No aircraft shall be brought onto site with an intention to operate it on a permanent or temporary basis without having obtained the prior approval of the Chief Flying Instructor.

## **6. Committee and Officers**

- a. Any adult Member of the Club may be elected an Officer or Committee Member as long as they can confirm that they are a fit and proper person to hold such office.
- b. The Committee shall consist of three Officers, the Chief Flying Instructor and two Committee Members.
- c. At each AGM the Club shall elect by poll the following as Officers of the Club:
  - i. Chairman
  - ii. Secretary
  - iii. Treasurer
- d. The duly elected Officers shall serve until the next AGM but shall then be eligible for re-election.
- e. In the event of an Officer retiring or ceasing to be a Member during their year of office the Committee shall nominate a successor until the next AGM.
- f. The Committee Members shall be elected by poll at the AGM. Currently serving Members shall be eligible for re-election.
- g. The Committee shall have the power to co-opt any Member to fill a casual vacancy amongst Committee Members or to provide specific expertise to the Committee. Such co-opted Members shall resign at the Annual General Meeting but shall be eligible for immediate re-election.
- h. The Committee shall appoint a Chief Flying Instructor, who shall also become a Committee Member if not already so elected.
- i. The Committee may if it so wishes co-opt a junior Flying Member to serve until the next AGM.
- j. Immediately following the AGM the Club Secretary will advise the Company of the appointments of Officers and Committee Members duly made by the Club and subsequently by the Committee, and request that the Board of the Company

appoint the duly elected Officers and Committee Members as directors of the Company.

## **7. Proceedings of the Committee**

- a. The Committee shall meet regularly at a place of their choice. There shall be at least four meetings of the Committee each year.
- b. The Secretary will issue notice of a meeting electronically or in writing to all Committee Members, stating the time, place and business to be discussed at the meeting.
- c. A meeting may be called at any time by a majority of the Committee.
- d. A quorum shall consist of five Members of the Committee, at least one of whom must be an Officer.
- e. The Committee may in addition agree an action by a telephone meeting or resolution agreed to in writing by a majority of its Members.
- f. The Members of the Committee shall endeavor to attend all meetings of the Committee. Any Member who is regularly absent without giving satisfactory reason shall, at the discretion of the Committee, be deemed to have retired from the Committee.
- g. All expenses of the Officers and Committee reasonably incurred on behalf of the Club for travelling, stationery, postage and other things may be paid by the Company.
- h. The Committee may appoint such Sub-Committees as it may deem advisable and may delegate to them such powers as it may think fit. Such Sub-Committees may include persons who are not Members of the Committee but the Sub-Committee Chairman shall, wherever possible, be a Member of the Committee.
- i. All conflicts of interest, whether actual or potential, should be declared promptly at the earliest possible opportunity:
  - i. Any Committee member who has a financial interest in a matter under discussion should declare the nature of their interest and withdraw from the room, unless they have dispensation to speak.
  - ii. If a Committee member has any interest in the matter under discussion, which creates a real danger of bias, that is, the interest affects the organisation which they represent, or a member of their household, more than the generality affected by the decision, they should declare the nature of the interest and withdraw from the room, unless they have dispensation to speak.
  - iii. If a Committee member has any other interest which does not create a real danger of bias, but which might reasonably cause others to think it could influence their decision, they should declare the nature of the interest, but may remain in the room, participate in the discussion, and vote if they wish.
  - iv. If a Committee member is in any doubt about the application of these rules, they should consult with the Chairperson
  - v. If a Committee member fails to declare an interest that is known to the Chairperson, the Chairperson will declare that interest. Committee member's financial interests are to be listed in a register to be kept by the Club Secretary.

## **8. Powers of the Committee**

- a. The Committee shall be responsible for the conduct of the Club and all field arrangements, and shall have power to make any Operating Rules and Policies to facilitate the normal operation of the club. A copy of such Operating Rules, Policies and the Flying Order Book will be kept posted conspicuously in the Clubhouse and shall be binding on all Members. All Members who fly as a pilot in charge in a Club

or privately owned glider will confirm annually their understanding and acceptance of the Flying Order Book and the Operating Rules.

- b.** The Committee shall have the right to suspend from all benefits of Membership any Member who they shall consider to have deliberately contravened:
  - i.** these Rules, the Operating Rules and the Club's Policies; or
  - ii.** on the recommendation of the CFI any rules laid down in the Flying Order Book then in force,

But before such action is taken the Member concerned shall be invited to place his case before the Committee in person in accordance with the Complaints and Disciplinary Policy.

- c.** The Committee shall decide all expenditure, including services, purchase of equipment including replacements staff costs on behalf of the Company.
- d.** The Committee shall decide an annual tariff for all fees associated with the Club as defined in rule 10.
- e.** In the event of a Member being charged with conduct which the Committee considers un-sportsmanlike or unacceptable or prejudicial to the interests of the Club in accordance with the Complaints and Disciplinary Policy, or conduct on the part of the Member concerned rendering it desirable in the opinion of the Committee that he should cease to be a Member, the Committee may caution or suspend him for one month. The Committee may then expel such a Member or require him to resign; but the Member in question shall have the right to appear before the Committee at the meeting where any decision to expel him or require him to resign may be taken.

## **9. General Meeting of Members**

- a. An AGM of Members shall be held in each calendar year.
- b. The Secretary shall be responsible for calling the AGM and shall issue the notice detailing the business to be transacted and the date and venue of the meeting 14 clear days before the meeting is due to be held.
- c. The following items shall be put before the Members for adoption or approval at each AGM:
  - i. The Accounts for the financial year just ended;
  - ii. A statement from the Chairman;
  - iii. A statement from the Treasurer;
  - iv. The tariff for the forthcoming year as proposed by the Committee
  - v. Appointments to the Committee in accordance with rule 6.c& 6.f
  - vi. Any resolutions proposed by the Committee
  - vii. Any resolutions proposed by a Member in accordance with rule 9.d
- d. Any resolutions proposed by a Member or amendment to resolutions already before the AGM, must be received by the Secretary 7 clear days before the Meeting. Any such resolutions or amendments will be circulated to Members by the Secretary prior to the meeting. All such resolutions or amendments must be signed by at least two Members.
- e. All nominations for the post of Officers or Members of the Committee shall be regularly proposed and seconded, unless they are seeking re-election.
- f. Apart from the AGM a General Meeting of the Club shall only be held by direction of the Committee or on a written request to the Secretary signed by at least one third of the Flying Members of the Club; such direction or request shall state the purpose or purposes for which such meeting is to be held and such General Meeting shall be held as soon as is reasonably possible after receipt by the Secretary of such direction or request. The Secretary shall send to the Members notice of the date, place and objects of any General Meeting not less than seven clear days before the date of the meeting. Only business included in the notice convening the meeting shall be discussed at any General Meeting.
- g. A quorum at a General Meeting shall consist of twelve Members.
- h. At General Meetings motions shall be decided by a simple majority of those present, and by voting either on a show of hands or by a poll taken and completed during the course of the meeting. The Chairman of the meeting or 10 Members present at the meeting shall have the right to demand a poll. Election of the Officers and Members of the Committee shall always be by poll unless there is no contest whereupon a vote of approval will be taken.
- i. The Club in General Meeting may elect a President, who shall not receive any additional privileges.

## **10. Tariff and fees**

- a. The Committee shall set a Tariff for each subscription year. The Tariff will detail Subscriptions for the various classes of Membership as defined in rule 4.e, facility fees for services provided to club Members, and flying fees for launch and aircraft hire charges. The Tariff shall be presented to the club at each AGM for approval in accordance with rule 9.c.iv. The Committee may amend the tariff at any time, and publish a revised Tariff in the Clubhouse and on the Club's website. The revised Tariff will be in place until the next AGM where it will be again presented for approval.

- b. Any Member who shall persistently fail to pay his flying fees or any other sums due to the Club within thirty days of receiving an account of what is due (plus any administration fee from time to time payable) may, at the discretion of the Committee, have their Membership withdrawn. They shall also cease to be an officer of the Club or Member on the Committee where appropriate. Termination of Membership will be notified to the Member in writing.

#### 11. Club Premises

- a. The Clubhouse shall be open to Members between such hours as the Committee shall determine, but the Committee may close the Clubhouse or any part thereof as may seem desirable.
- b. Children under the age of 18, being a Member's family, may be brought to the field and club premises under proper control and may be admitted to suitable social functions. This concession is subject to the parents or guardians accepting full responsibility for the safety and conduct of their children, and any in their charge, and for any damage caused by the children.
- c. No Member shall repair or alter any of the Clubhouse, or the Club premises without first obtaining the approval or consent, including the acceptance of any cost, of the appropriate Committee Member.
- d. No Member shall build any form of hangar or other building without seeking prior consent by the Committee. Any such consent will require that at the conclusion of use the building is sold on to another Member who will undertake to maintain the building in the manner agreed on approval, or the building will be handed back to the Club at its discretion, or the ground reinstated back to the original state by the owner.
- e. No Member shall use any of the club's infrastructure or equipment without seeking prior consent from the appropriate committee Member.

#### 12. Winding Up

- a. If for any reason beyond the control of the Committee it proves impractical to supply flying facilities, then at a General Meeting a resolution may be passed to wind up the Club, in which event the Company undertakes that any remaining assets shall be given or transferred to another registered CASC, a registered charity or the sport's governing body for use by them in related community sports.

#### 13. General

- a. The Rules of the Club may from time to time be revoked, altered or added to by the Committee at a meeting of the Committee especially called by the Secretary for the purpose, provided that such alterations in or in addition to the Rules shall only hold good until the next Annual General Meeting when they shall be submitted for approval to such meeting, and provided that the consent of the Members shall be required for any revocation or alteration of or addition to the Rules which would have the effect of:
  - i. altering the objects of the Club or the qualifications of Membership,
  - ii. altering the terms of Membership of existing or new Members.
- b. In these Rules and any Operating Rules and Policies made hereunder unless there be something in the subject of context inconsistent therewith:
  - i. words importing the masculine gender, include the feminine gender;



- ii. words importing the singular number include the plural number, and vice versa;
- iii. words importing persons include corporations.