

# South Cheshire Radio Control Society

## Constitution

### 1. GENERAL

- 1.1. The club shall be called South Cheshire Radio Control Society and will be affiliated to the British Model Flying Association.
- 1.2. The club's principal aim shall be the promotion of safe and responsible model aircraft flying. The club predominantly flies fixed wing models but small numbers of other types are flown.
- 1.3. Alterations to this constitution can only be made at an Annual General Meeting or at a General Meeting called for that purpose. Any Proposed alterations must be submitted to the secretary in writing at least 14 days prior to the meeting.

### 2. MEMBERS

- 2.1. A "member" means any class of membership.
- 2.2. The Committee has the right to refuse membership to new applicants.
- 2.3. New members will be required to serve an initial probationary period of 12 months. During this time they will not be eligible to serve on the Committee and may have their membership terminated at the discretion of the Committee if their conduct on the field or elsewhere is considered to be prejudicial to the club; is contrary to the aims of the club or is disruptive in a manner which interrupts the proper and harmonious conduct of the club and its business. Termination of membership in this way may occur without observing the normal disciplinary measures described in Appendix B.
- 2.4. All members must be members of the British Model Flying Association and must be able to provide evidence of such on request.
- 2.5. New members' subscriptions shall be dependent on membership class, plus the joining fee (if applicable), as decided at the Annual General Meeting.
- 2.6. Subscriptions are due by 1st January each year. Any member, who has not paid the subscriptions in full 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.
- 2.7. Reduced subscriptions for new members will apply from 1<sup>st</sup> August when they will be halved.
- 2.8. Members who have not renewed their membership by 1st February of the membership year will be deemed to have left the club and a requested renewal after this period will be treated as a new membership application.
- 2.9. All members, without exception, must comply with all club rules. Failure to do so may result in disciplinary action by the Club which may lead to membership being terminated.

2.10. Members may invite guest fliers to the site on arrangement with the Committee but they must be BMFA insured and the club member must assume total responsibility for the actions and safety of the guest. Visits by guest fliers are limited to a maximum of three occasions per year for each individual. Guests must fly under the supervision of instructors if their ability requires it, and such arrangements must be made in advance of the visit.

2.11. Each member will be provided with relevant information either by E mail, SCRCs Website, Social Media platforms or hard copy as appropriate.

### 3. RULES, DISCIPLINE AND SAFETY

3.1. The field and safety rules are attached at Appendix A.

3.2. Additions and amendments to field safety rules and regulations can only be made by proposals at a General Meeting.

3.3. All field safety rules and regulations will be reviewed annually, and will be considered binding for 12 months, excepting where urgent action is required. This action must then be ratified by the members at the next general meeting.

3.4. Any complaint concerning any member must be made in writing and signed by the complainant(s). The written complaint must then be forwarded to the Secretary so that the matter can be addressed at the next Committee meeting.

3.5. The Committee may invoke disciplinary proceedings against members whose conduct on the field or elsewhere is considered by them to be prejudicial to the club.

3.6. The Club's disciplinary procedure is detailed in Appendix B of this document.

### 4. FLYING

4.1. 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.

4.2. All new members must demonstrate the minimum standards of flying/ safe operation required (equivalent to the BMFA A test content) as assessed by a club instructor, examiner or safety officer, before being allowed to fly solo.

4.3. Any member whose flying standards drop below the minimum requirement solo standard will be required to undergo refresher training until the desired standards of flying are met.

4.4. Junior members must be accompanied at the flying field by a parent/ guardian or designated responsible adult up to the age of 16.

### 5. COMMITTEE

5.1. The day-to-day operation of the Club will be carried out by a committee of between five and seven members elected by the membership for this purpose.

- 5.2. The minimum Committee roles to be fulfilled consist of Chairman, Secretary, Treasurer, Membership Secretary and Safety Officer. Additionally, committee members may be elected to the roles of Field Officer, Webmaster and Events Officer.
- 5.3. The members of the Committee will be elected at the Annual General Meeting for a term until the following year's AGM. Their term of office will be deemed to start immediately upon the close of the meeting where they were elected. Retiring members of the committee will be eligible for re-election if they wish to stand.
- 5.4. The committee will have the power to co-opt persons to fill vacancies following mid-term resignations. Any persons co-opted will stand until the next AGM.
- 5.5. The quorum for a committee meeting is four committee members.
- 5.6. The Committee are authorised to carry out negotiations and make decisions on behalf of the membership as appropriate for the operation of the club.
- 5.7. The Committee may pay accounts and incur any normal liabilities on behalf of the club.

## 6. GENERAL MEETINGS

- 6.1. A date for the Annual General Meeting will be decided each year by the Committee. At least 28 days' notice of the meeting will be given in writing to all members and the agenda will be issued a minimum of 14 days before the meeting.
- 6.2. Annual subscriptions and the joining fee will be decided at the Annual General Meeting.
- 6.3. An Extraordinary General Meeting may be called by the Committee, or any 15 current members of the Club (by written application to the Secretary), giving at least 42 days' notice. The time, date and venue will be fixed by the Committee.
- 6.4. When a request for an EGM is made in accordance with Article 6.3 and it is not called within 42 days, the requisitioners may themselves convene an Extraordinary General Meeting of the Association by giving 28 days' notice in writing to all members, duly setting out the purpose for which the meeting was called. Any resolutions passed at such a meeting shall have the same force and effect as if they were passed at a meeting convened by the Committee.
- 6.5. The quorum at any General Meeting is 20% representation of the membership. If a quorum is not present, the meeting must be adjourned and re-scheduled.
- 6.6. Each member will be entitled to vote at Annual or Extraordinary General Meetings. Proxy voting is not allowed.
- 6.7. At General Meetings the Chairman will have a casting vote in addition to their own membership vote.

- 6.8. All proposals must be seconded and voted upon. A majority vote of those present is required to carry any proposal including proposals to alter this constitution.
- 6.9. Voting will normally be by a show of hands; however a secret ballot must be taken should any member request that this be done. Proxy and postal votes will not be permitted.
- 6.10. 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.

## 7. INSURANCE AND INDEMNITY

- 7.1. The club will hold both Civil and Employers Liability Insurance, provided through affiliation to the BMFA.
- 7.2. The club will indemnify all committee officers and committee members if they incur any liability on behalf of the club.
- 7.3. 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.

## 8. GENERAL DATA PROTECTION REGULATIONS (GDPR)

- 8.1. The club will ensure that members' data is managed in accordance with the SCRCs GDPR policy.

## 9. DISSOLUTION OF THE CLUB

- 9.1. Should it be considered necessary or desirable to dissolve the Club, the Committee will call an Extraordinary General Meeting. 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.
- 9.2. On dissolution and after the sale of assets, settlement of all outstanding debts and the refund of subscriptions for the remaining part of the year to the paid-up members; the funds remaining will be distributed in equal shares to the fully paid-up senior members at the time of dissolution and who also have three (3) consecutive years membership ending in the year of dissolution.
- 9.3. If the final accounts are less than required to refund the subscriptions to the members, the balance remaining after settlement of all outstanding debts will be divided in equal shares between the fully paid-up senior members at the time of dissolution.

## Appendix A

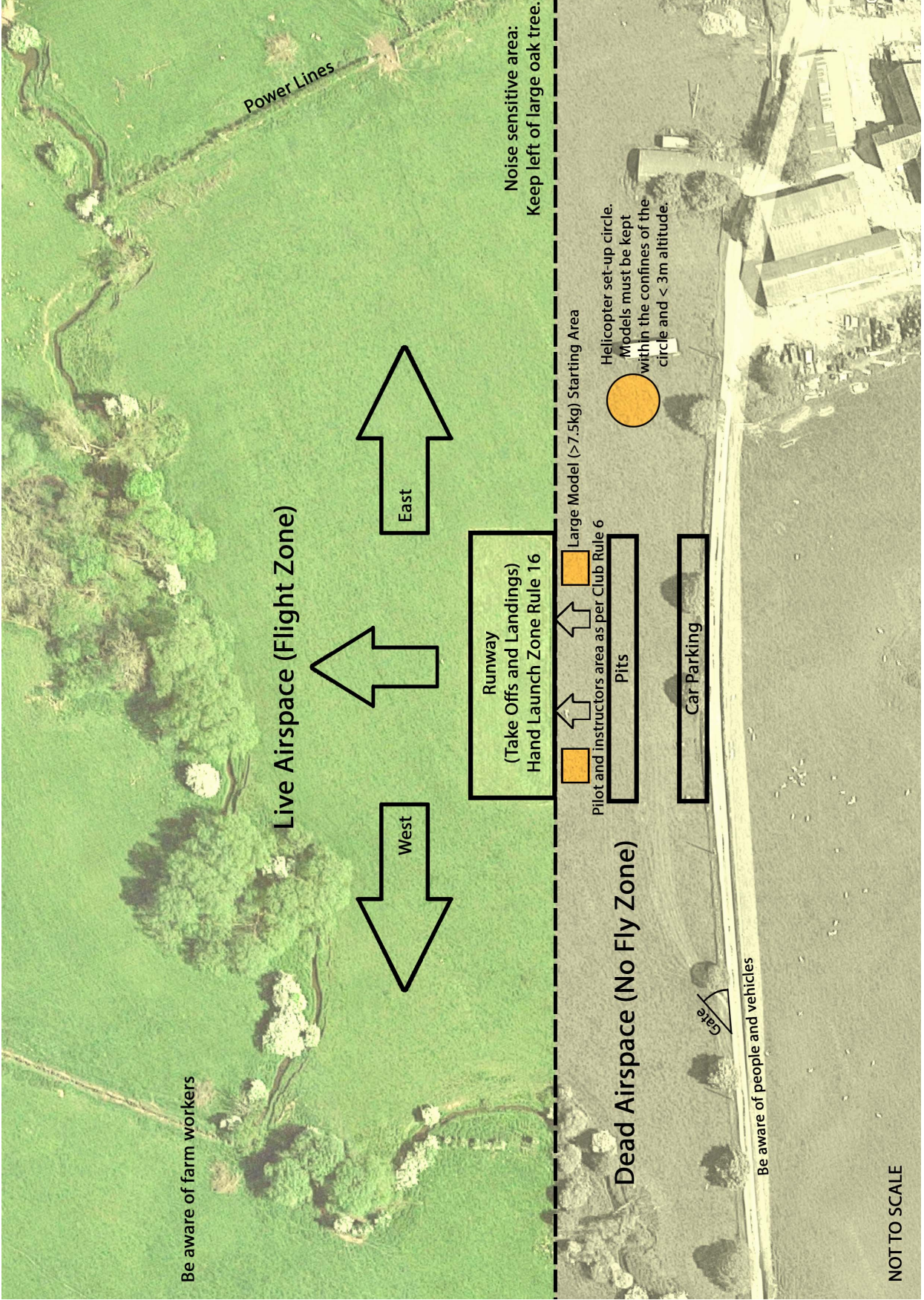
### SCRCS Field / Safety Rules

1. All members must observe field discipline and comply with the Air Navigation Order, all relevant BMFA safety codes as contained within the BMFA Members' Handbook and with the terms and conditions of the CAA Article 16 Exemption for BMFA members to ensure they are flying lawfully.
2. At all times, flying must be conducted with due consideration to other people and property. Each and every member must, at all times, ensure that their flying and preparations to fly are conducted with the utmost care and attention to Safety, not only to themselves but also to others present. Deliberate dangerous flying or conduct will not be tolerated.
3. Members must ensure that they avoid flying models within the 'no fly' zone as marked on the site map attached to these rules.
4. Model pilots must take evasive action including sacrificing their model to avoid endangering life or property.
5. In addition to complying with the requirement within the Article 16 Authorisation to report serious accidents and incidents to the AAIB and CAA, members must ensure that the safety officer or other committee member is made aware of any reportable incident as soon as possible.
6. Active pilots must be grouped together in the designated pilot box, for easy communication, midway between the centre of the strip and the end of the strip where take-off runs are commencing at the time. Model pilots also must make clear and audible communication as to their intentions on the flight line.
7. Inexperienced fliers must have an Instructor or competent member in attendance whilst training on the ground or in the air. The Instructor's instructions must be observed.
8. All failsafes in use on powered models operated from our Club site must set the throttle to tick-over, not hold, (stopped in the case of electric power) regardless of the other control operations governed by the failsafe. The correct operation of the failsafe should become part of your regular checks at the start of a flying session and especially for new models or those that you have made changes to.

Given the importance of failsafes in preventing fly-away models and the possible consequence of serious injury to uninvolved people or damage to 3<sup>rd</sup> party property, the club reserves the right to conduct random checks on members models to ensure failsafes are correctly set.

9. No more than 4 model aircraft shall be airborne at any one time. The committee may override this at their discretion for competition/ events etc.
10. There must be no simultaneous flying of Helicopters and Fixed Wing Aircraft.
11. Members must not fly IC powered models before 10.00am on Saturday or Sunday mornings.

12. Gas turbine-powered models are not permitted to fly at the society's Kinderton Lodge site.
13. All engines must be silenced/muffled to a level not exceeding a maximum of 82 dBA measured at a distance of seven (7) meters, using the society's noise level meter; however because the harshness of the engine note is also a key factor in the perceived noise nuisance, the final decision on the acceptability of any model rests with the committee, irrespective of whether the 82dBA at 7m limit is met or not.
14. Models (including electric powered) must be restrained either by mechanical means or by an assistant during flight preparation in the pits area.
15. Models must NOT be taxied into, within or out of the pits; they must be carried or wheeled to and from the taxiway.
16. Hand launching of models must take place on the upwind side of the active pilots' box with the pilot of the hand launched model close enough to pilots in the pilots' box to be able to easily communicate with them. Models must be launched away from the pilots box and the pits area
17. Any member flying with non 2.4Ghz radio equipment must ensure that the frequency is clear before switching on their transmitter, by checking with other members as necessary.



## **Appendix B**

### **SCRCS Disciplinary Procedure**

The Club will always strive to ensure the correct balance between a sensible degree of tolerance towards genuine mistakes made by members with previously good records of conduct and the need to take firm action against more serious misconduct or members who persistently abuse Club or Site rules.

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. A suspension carried out in this matter is considered a neutral act and infers no blame or guilt and is purely to allow an investigation.

The Committee may impose a suspension from club activities including attendance at the club flying site, not exceeding 30 days upon any member in the event of misconduct. Any suspension must be accompanied by a verbal and/or written warning as deemed appropriate in accordance with the process below:

The Committee may consider removal of membership where conduct on the field or elsewhere is considered to be prejudicial to the club.

When the Committee considers formal disciplinary action to be necessary, the following process will be followed:

- a. The member is to be given a verbal warning by an authorised Committee Member in which the member is made aware of their misdemeanour and what they are reasonably required to do to make amends.
- b. If the member does not respond, they are to be given a written warning by an authorised Committee Member to advise them of their misdemeanour and what they are reasonably required to do to make amends.
- c. If the member still fails to respond, the Committee should invite them in writing to meet with them at a previously agreed date and time to discuss the situation, advising they are considering withdrawal of their membership.
- d. If the member still fails to respond to reasoning or fails to attend without reasonable cause, the Committee can advise them in writing that their membership is withdrawn, stating the reasons why this decision was reached.
- e. When the member is advised of withdrawal of his membership, they must be given the right of appeal. If they opt to appeal, this will be to the Club membership at an EGM which the Committee would call on their behalf at a previously agreed date and time. The motion to uphold the membership withdrawal or reverse it must be in accordance with the voting procedures set out in the Club Constitution. The member may not fly whilst the appeal is pending.

In the event of gross misconduct, immediate dismissal without warnings may be considered but the member must still be accorded their rights to present his case to the Committee and be given a right of appeal in accordance with sub-paragraphs c, d and e above.



## **Appendix C**

### **South Cheshire Radio Control Society – Privacy Notice**

At the South Cheshire Radio Control Society, 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 not required to do so, but our Data Protection Compliance Manager has overall responsibility for data protection compliance in our Club. Contact details are set out in 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 and your rights in relation to your personal data.

We may change this notice from time to time so please check the Members area of the Club’s website or request a copy occasionally to ensure that you’re happy with any changes. By becoming a Member of the Club, you’re agreeing to be bound by this notice.

Any questions regarding this notice and our privacy practices should be raised using the details set out in the "Contacting us" section.

#### **How do we collect information about you?**

We obtain information about you when you apply for or renew membership of the Club or ask to be placed on the Club’s waiting list for Membership whether via the British Model Flying Association (BMFA) or by direct contact with the Club.

#### **What type of information is collected about you?**

The personal information we collect might include your name, address, email address, telephone number, date of birth, BMFA Membership number and achievements and IP address.

The legal basis for the processing of your personal data is to enable the Club to fulfil our 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;
- send you communications which you have requested and that may be of interest to you. These may include information on Club, BMFA and other model flying related matters and information from or about other Club Members.

## **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.

When your Club Membership lapses your information will be securely kept for a period of 5 years, after which your information 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 reassured 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 you can access and update your information?**

The accuracy of your information is important to us. You can check the information we hold is correct by accessing the Members area of the Club's website and updating the information if necessary directly through the website, or by using the details in the "Contacting us" section.

From within the Members area of the website you can decide what contact information you wish to share with other Club Members.

## **Links to non BMFA websites?**

Our website may contain links to other websites run by other organisations. This privacy policy applies only to our Club and website, so we encourage you to read the privacy statements on the other websites you visit. We cannot be responsible for the privacy policies and practices of other sites even if you access them using links from our website.

In addition, if you linked to our website from a third party site, we cannot be responsible for the privacy policies and practices of the owners and operators of that third party site and recommend that you check the policy of that third party site.

## **What are your rights?**

1. (a) the right to access;

You have the right to confirmation as to whether or not we process your personal data and, where we do, access to 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 Members dashboard when logged into our website.

(b) the 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.

(c) the right to erasure;

In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data being no longer necessary in relation to the purposes for which the data was collected or otherwise processed, you are no longer a Club member and wish the data not to be held for our standard period of 5 years. Please note a request for data erasure for a current Member may require that Member to forfeit Membership. Certain data is required for the Club to fulfill its obligations.

(d) the 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 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) the 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 personal data for this purpose.

(f) the 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) the 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>

(h) the right to withdraw consent.

To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

You may exercise any of your rights in relation to your personal data by written notice to us.

### **Contacting Us**

The South Cheshire Radio Control Society's Data Protection Compliance Manager shall be the Club's Hon. Treasurer. Contact may be made by email to [webmaster@scrcs.co.uk](mailto:webmaster@scrcs.co.uk) or by direct contact with the Club Member currently holding that position

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