

C o n s t i t u t i o n
of
The Virtual Aviation Club
Swartkop

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1. NAME

- 1.1. The name of this Club shall be:- The Virtual Aviation Club Swartkop.
- 1.2. The official abbreviation will be VACS hereafter termed "The Club".

2. DEFINITIONS

- 2.1. **AGM**
 - 2.1.1. Annual General Meeting
- 2.2. **SGM**
 - 2.2.1. Special General Meeting
- 2.3. **The Club:-**
 - 2.3.1. The Virtual Aviation Club Swartkop.
- 2.4. **Members:-**
 - 2.4.1. Those persons referred to in clause 9 hereof
- 2.5. **Committee:-**
 - 2.5.1. The elected administering governing body as defined in clause 17.1.1
- 2.6. **Season:-**
 - 2.6.1. Period from the close of one AGM to the close of the next.
- 2.7. **AVA:-**
 - 2.7.1. The Association of Virtual Aviation.
- 2.8. **Virtual Aviation**
 - 2.8.1. The use of flight simulators on personal computers.
- 2.9. **Affiliation**
 - 2.9.1. The affiliation of this club to any organisation as defined in clause 8
- 2.10. **Affiliate**
 - 2.10.1. Any organization as defined in clause 8 affiliated to this club.

3. AMBIGUITIES

- 3.1.1. Words importing the singular shall also include the plural.
- 3.1.2. Words importing the masculine shall also include the feminine gender.

4. AREA OF OPERATION

- 4.1. The area of operation shall include the Gauteng Province of the Republic of South Africa.

5. HEADQUARTERS

- 5.1. The headquarters shall be situated at The Air Force Museum, Air Force Base Swartkop. Any change to the location of the headquarters must be adequately posted.

6. COLOURS AND LOGO

- 6.1. The colours of the Club will be Sky Blue, Navy Blue and white.
- 6.2. The logo of The Club is as per appendix A

7. OBJECTIVES OF THE CLUB

- 7.1. To provide and maintain a venue for the operation of virtual aviation.
- 7.2. To advance Virtual Aviation in the area of operation according to the doctrine and policy laid down by the Association of Virtual Aviation.
- 7.3. To protect the interests of the members and to bring about and maintain close co-operation between the members.
- 7.4. To guide and assist members in the administration and general conduct of Virtual Aviation.
- 7.5. To support AVA in their endeavours to promote Virtual Aviation and encourage the holding of related events.
- 7.6. To encourage members, either as individuals or as members of teams, in local and International tournaments and competitions.
- 7.7. To compile and keep registers of members and events.
- 7.8. To establish sub-committees and to vest in them such powers as may from time to time be necessary to carry out certain functions appertaining to The Club.
- 7.9. Facilitate membership of the Friends of the Air Force Museum.
- 7.10. Facilitate membership of AVA.

- 7.11. To administer, control and invest the funds of The Club, and to utilise and apply such funds for purposes calculated to promote the interest and/or obtain the objects of The Club or in order to meet its liabilities. To borrow and raise funds for these purposes. To hypothecate all or any of the assets of The Club as security for the payment of any monies borrowed or raised. To levy, collect and receive subscriptions and other funds and dues. To collect and receive donations and sponsorships and grant such subscribers, sponsors and donors such rights and privileges as The Club may deem fit.
- 7.12. To do all things as may be incidental or conducive to the attainment of the above objectives or to any of them.

8. AFFILIATIONS

- 8.1. All Associations, Institutions, Clubs or bodies seeking association with The Club upon acceptance of the committee, shall be affiliated to The Club.
- 8.2. Affiliation fees payable by affiliates will be an amount decided from time to time by the committee.
- 8.3. An affiliate is bound to publicly declare its affiliation.
- 8.4. An affiliate has the right to call on The Club for assistance, guidance or control of any event or activity within Virtual Aviation.
- 8.5. The club will keep accurate records of all affiliates and affiliations.
- 8.6. The Club will be affiliated to the Association of Virtual Aviation.
- 8.7. An affiliate must forward any monies owing to The Club in regard to membership, entry fees or any other fees collected on The Club's behalf.

9. MEMBERSHIP

- 9.1. Membership will be renewable each season.
- 9.2. **Types of Membership:-**
 - 9.2.1. Members
 - 9.2.1.1. Persons over the age of 16.
 - 9.2.1.2. Spouses and dependant children of Senior Members shall enjoy the privileges of the members, other than the right to vote at meetings.
 - 9.2.2. Junior Members.
 - 9.2.2.1. Persons under the age of 16.
 - 9.2.2.2. Junior members are not entitled to vote at meetings.

9.2.3. Associate member.

9.2.3.1. Persons over the age of 16, who support but do not actively participate in Virtual Aviation and are so nominated and accepted by the committee.

9.2.3.2. Will be entitled to vote at general meetings.

9.2.3.3. Associate membership is renewable each season.

9.2.4. Honorary Life Members

9.2.4.1. Those members who by virtue of their public standing and/or exceptional service and duty, to Virtual Aviation, are so nominated and accepted at an AGM. Honorary Life Membership shall be as implied - for life.

9.3. **Application for membership**

9.3.1. Application for membership shall be made to and accepted by the committee.

9.4. **Form of Application**

9.4.1. Application for membership of The Club shall be submitted in such form as may be approved of by the Committee from time to time.

9.5. **Duration of membership**

9.5.1. Annual membership will endure, as implied, for one season.

9.6. **Membership fee**

9.6.1. Membership fees shall be paid annually and shall be determined by The Club from time to time and shall be collected by the committee.

9.7. **Rights of The Club to waive fees**

9.7.1. The committee shall be entitled to waive any subscriptions or fees from any member.

9.8. **Information**

9.8.1. The Club reserves the right and shall be entitled to call for any information or particulars of any applicant or applicants family that it may deem necessary, pertinent only to the activity of Virtual Aviation.

9.9. **Decisions on Application**

9.9.1. The Club shall not be obliged to give any reasons for any negative decisions on applications.

9.9.2. Applicants will be entitled to appeal in writing against negative applications within 14 days.

9.10. Constitution to be binding on members

9.10.1. On being accepted, every member shall be deemed to have acknowledged that they are acquainted with and bound by this Constitution as well as all other laws, rules and regulations of the Club. No affiliate, individuals or members shall be absolved therefrom by reason of not having received or perused a copy of this Constitution or the laws, rules and regulations aforesaid.

9.11. Jurisdiction

9.11.1. The Club shall have jurisdiction over all registered members and shall have the power to deal with such members in accordance with the provisions hereof and of the other laws, rules and regulations of The Club.

9.12. Rights of members

9.12.1. Membership shall not give any member any right, title or interest in or to any monies or assets of The Club, but shall confer only such rights and privileges as are herein contemplated. All such rights and privileges shall be subject to such restrictions and conditions as The Club may from time to time impose and shall be subject further to this Constitution and other laws, rules and regulations of The Club that may from time to time be promulgated.

9.13. Membership not transferable.

9.13.1. Membership of The Club shall not be transferable or negotiable.

9.14. Cancellation of membership.

9.14.1. Any member may withdraw or cancel membership by giving written notice to the secretary.

9.14.2. The Club may cancel any membership or affiliation by reason:-

9.14.2.1. Breach of this Constitution, or laws, rules or regulations of The Club.

9.14.2.2. Non-payment of monies, fees and dues that are payable and owing to The Club.

9.14.2.3. Any other fact or matter detrimental to the aims of this Constitution.

9.14.3. In the event of any such cancellations, The Club shall not be liable for refunds.

9.15. Change of address

9.15.1. Each member concerned shall notify the secretary of the committee from time to time of any change to member's residence or postal address including e-mail address.

10. ANNUAL GENERAL MEETING (AGM)

10.1. Holding of an AGM

10.1.1. The AGM of The Club shall be held annually within 30 days of the Financial Year End.

10.1.2. The Financial Year End shall fall within the month of January each year.

10.1.3. Written notice of such an AGM shall be given to all members at least thirty days before the date of such meeting. Such notice convening the meeting shall clearly state the date, time and venue of the meeting and shall fully set out all business to be transacted at the meeting including any resolutions, prior nominations or proposed amendments that may have been put forward.

10.2. Business to be transacted at the AGM

10.2.1. Reading notice convening the meeting.

10.2.2. Confirmation of the Minutes of the previous General Meeting.

10.2.3. Reading of the annual report of the Chairman.

10.2.4. Hear, consider, debate and confirm the Financial Report from the Treasurer.

10.2.5. Consider, debate and adopt any amendments, variations, alterations, additions or repeals to or of this Constitution.

10.2.6. Hear, consider, debate and resolve any other competent business on the agenda.

10.2.7. Vary, scale or alter, the amount of fees or dues payable to The Club.

10.2.8. To elect the committee as defined in Clause 17.1

10.2.9. To elect any other delegate/s to all other bodies that The Club has the right to elect.

10.2.10. To transact any other business which may be necessary or relevant and in the Interests of The Club.

11. VOTING AT AN AGM

11.1. Each member of The Club entitled to vote, shall have one vote.

11.2. Any other recognised member of The Club may attend the AGM, but shall have no voting power, although such members may, with the permission of the Chairman of the AGM, have a voice.

- 11.3. Any member entitled to vote and unable to be present shall be entitled to cast their vote In respect of matters on the agenda by way of a written proxy note in absentia handed to the Secretary of the committee before the commencement of the meeting.
- 11.4. In the case of a hung vote the, Chairman shall carry a casting vote, except in the unusual case of voting, for the election of office bearers, when votes shall be a majority.
- 11.5. A majority vote shall prevail on all matters, save only In respect of amendments, variations, alterations, additions and repeals to this Constitution, which shall be affected only if supported by a 70% (seventy percent) majority of the members present at the AGM.
- 11.6. Voting shall be by show of hands, unless any voting member requests a written ballot.
- 11.7. The Secretary of the committee shall count all votes and keep a record thereof.

12. QUORUM AT AN AGM

- 12.1. The quorum at an AGM shall be not less than 50% of all paid up members and at least 2 committee members. If at the scheduled time of the AGM a quorum is not present, the meeting shall stand adjourned for Thirty (30) minutes after which the meeting shall proceed as though a quorum is present, provided that at least 30% of the members and two committee members, who are still in office, are present. If no quorum is present, the meeting shall stand adjourned to the same day of the next week at such time and place to be decided.
- 12.2. If at such adjourned meeting a quorum is not present after half-an-hour of the posted time, the meeting shall proceed as though a quorum is present.

13. ATTENDANCE REGISTER AND MINUTES OF AN AGM

- 13.1. The Secretary of the Committee shall cause an attendance register to be circulated and all members shall sign the attendance register indicating the capacity in which they attend.
- 13.2. The Secretary of the Committee shall take Minutes of the AGM. These Minutes need not be verbatim, but should accurately record matters and business transacted at the meeting.
- 13.3. The attendance register and all Minutes of meetings shall be kept in a "Minutes Book" kept by and in the charge of the Secretary of the Committee.

14. RETIRING COMMITTEE

- 14.1. The retiring Committee shall remain in office until the new committee is elected. The new committee shall take office after completion and close of the AGM.

15. PROCEDURE AT AN AGM

- 15.1. The Chairman shall preside over the AGM. In his absence, any member of the committee accepted by the meeting shall preside as chairman.
- 15.2. The Chairman shall control the AGM and regulate voting and debating there at.
- 15.3. The agenda shall be dealt with in the order the Chairman elects.
- 15.4. Any item may be added to the agenda provided a two-thirds majority of the voting members present is obtained, or by consent of the Chairman; provided that this clause shall not apply for amendments or variations to this Constitution.

16. EXTRAORDINARY AND SPECIAL GENERAL MEETINGS

- 16.1. E.G.M. or S.G.M. may be held when deemed fit for the purpose of urgently considering debating or resolving any matter that may not be in the interest to hold over to an AGM, including amendments to this constitution.
- 16.2. Such meetings shall be called by the Committee at the request of either, a majority of the committee or 25% of paid up members. Such meeting shall be convened by written notice of twenty-one day's to the members and shall fully state the object of such meeting.
- 16.3. Should the Committee fail to convene such a meeting as requested within thirty days, the requisitionists may themselves convene the meeting by giving seven days written notice.
- 16.4. The provisions of this Constitution, insofar as they relate to the **AGM** shall apply for E.G.M. and S.G.M. save and except when called by the requisitionists, it shall not be convened by the Secretary, and no reports, balance sheets, shall be necessary.

17. COMMITTEE

17.1. Constitution of the Committee

17.1.1. At the AGM the following Committee shall be elected from members.

17.1.1.1. Chairman

17.1.1.2. Secretary/Treasurer

17.1.1.3. Technical Officer/Webmaster

17.1.1.4. Events Coordinator/ PRO

17.1.1.5. Chief Instructor.

17.1.2. No junior member shall be eligible as a Committee member.

17.1.3. Any member of the committee may officiate as Chairman at any occasion in the absence of the Chairman.

17.1.4. The Chairman of the Committee must have been a club member for at least one year prior to his nomination to the office. In the absence of the Chairman at any committee meeting, the other members shall choose from their number a person to preside over the Committee meeting.

17.1.5. If during the year the Chairman dies, resigns, withdraws or is removed, the remaining members of the Committee shall elect another of its members as an acting Chairman until the next AGM. If the committee so decides any member may be co-opted onto the committee to fill the place of the acting Chairman.

17.1.6. The Chairman of the Committee shall be eligible for re-election at the end of each term of office.

17.2. Chairman ex officio

17.2.1. The Chairman of the Committee could be ex officio a member of all or any smaller or sub-committees formed by The Club.

17.3. Removal of a Committee Member

17.3.1. A member of the Committee may be removed from office by the Committee if he or she does not attend or is absent from three consecutive committee meetings and if no good cause exists for such absence. Any decision to remove a Committee member shall be taken by unanimous decision of the rest of the Committee.

17.4. Powers and duties of the Committee

17.4.1. The Committee shall be the body responsible for approving and ensuring that the objects of The Club are carried out. The Committee shall have full power and authority to do any act, matter or thing which could or might be done in the Interests of The Club, save and except only such matters as are in this Constitution reserved for the AGM, and insofar as the Committee acts within the scope of its power and authority, it shall bind The Club, its committees and sub-committees. In addition, the Committee shall generally manage The Club and its affairs as it may think, but always within the bounds of its objects and purposes.

17.5. Disciplinary powers of the committee

17.5.1. The committee will have the power to impose suspensions and/or other penalties of a disciplinary nature for misconduct or for breach of rules and regulations according to the disciplinary procedure of the club as per appendix B.

18. COMMITTEE MEETINGS

18.1. Quorum at Committee meetings

18.1.1. The quorum at Committee meetings shall be at least 51% of members of the Committee.

18.2. Convening Committee meetings

18.2.1. The Committee shall meet as often as may be necessary, but not less than three times a year.

18.2.2. At least seven days notice shall be given to all members of the Committee of any forthcoming meetings, provided that such notice may be waived by unanimous decision of the Committee.

18.2.3. The Secretary shall keep Minutes of meetings of the Committee.

18.3. Procedure at meetings of the Committee.

18.3.1. The Chairman, failing him any member of the committee accepted by the meeting, shall preside at meetings of the Committee.

18.3.2. Motions put to the Committee must be seconded.

18.3.3. Voting, if any, may be by show of hands or secret ballot if so requested by any member of the committee.

18.3.4. Majority votes shall prevail. In the event of deadlock, the Chairman of the meeting shall have a casting vote.

18.3.5. Committee meetings may be adjourned by resolution.

18.3.6. Minutes of all Committee meetings shall be kept by the Secretary in a proper "Minute Book" These Minutes need not be verbatim, but shall accurately record transactions at such meetings.

18.3.7. The minutes of or the previous Committee meeting shall be approved at the meeting.

18.3.8. Any matters arising should be discussed and amended.

18.3.9. Such Minutes, with or without changes are to be proposed and seconded for acceptance.

18.3.10. The Chairman, proposer and seconder shall sign the Minutes of the Committee meeting directly after acceptance.

18.3.11. Minutes are to be distributed within 14 days of the meeting to committee members and be made available to club members

18.4. **Sub Committees**

18.4.1. The Committee has the right to appoint any sub committee as required.

18.4.2. No sub committee will endure for more than one season.

18.5. **Finance.**

18.5.1. The Committee shall cause the accounts and vouchers of The Club to be examined and certified annually. All or any funds of The Club shall be deposited in gross in such banking or financial Institutions as the Committee may decide from time to time. All payments (if by cheque) or withdrawals shall be made by any of the following, Chairman, Secretary/Treasurer or Technical Officer. All or any expenditures shall be tabled at the next Committee meeting. Vouchers, cheque and deposit books to be made available at all Committee meetings for inspection by any member of the Committee.

19. DUTIES OF COMMITTEE MEMBERS

19.1. **Chairman**

19.1.1. To preside over both Committee and General meetings.

19.1.2. To represent The Club at the Friends of the Air Force Museum monthly meetings, public functions and events.

19.1.3. To deliver an annual report in writing at the AGM.

19.1.4. To be responsible for the perpetuation of a high standard, image and decorum of The Club at all times.

19.2. Secretary/Treasurer

- 19.2.1. Shall attend all Committee and general meetings.
- 19.2.2. To have charge of all books of accounts, vouchers and financial records of The Club.
- 19.2.3. To keep and make proper entries in the books of account and financial records of The Club.
- 19.2.4. To report to meetings on matters affecting the finance of The Club from meeting to meeting.
- 19.2.5. To carry out such other reasonable instructions as may be given from time to time by the Chairman and Committee.
- 19.2.6. To present to an AGM the annual financial report.
- 19.2.7. To maintain an accurate record of membership.
- 19.2.8. To facilitate the day to day administrative functions of The Club.
- 19.2.9. To issue notice of meetings, functions and events.
- 19.2.10. To take and record minutes at both Committee and General meetings.
- 19.2.11. To administer club membership and affiliate/associate membership (Friends of the Museum and AVA).

19.3. Technical Officer/Webmaster

- 19.3.1. To attend all Committee and general meetings.
- 19.3.2. To maintain The Club's webpage.
- 19.3.3. To maintain the logistics of the clubhouse and arrange work parties.

19.4. Events Co-ordinator/Pro

- 19.4.1. To attend all Committee and general meetings.
- 19.4.2. To co-ordinate all events and functions.
- 19.4.3. To liaise with other institutions and organizations regarding any promotional events.
- 19.4.4. Make recommendations to the Committee with reference to the selections and nominations of teams for sporting events.

19.5. Chief Instructor

- 19.5.1. To attend all Committee and general meetings.
- 19.5.2. To ensure that curricula for all licenses are in accordance with policy and doctrine
- 19.5.3. To test and appoint flying instructors.
- 19.5.4. To allocate a student pilot a suitable instructor.
- 19.5.5. To set examinations, tests and check rides.

19.5.6.To check and sign off hours flown by members at new license applications and renewals.

19.5.7.To keep a record of all club member licenses.

19.5.8.To arrange training sessions.

20. LIABILITY OF MEMBERS

- 20.1. The Club shall have an independent existence of its members with perpetual succession capable of being sued or suing in its own name. All of its assets shall be registered or held in the name of or on behalf of The Club. Members shall not be liable to meet the debts, engagements and liabilities of The Club, and the liability of members shall be limited solely to the amounts due by them in respect of membership subscriptions, or any other amounts due In terms of The Club's laws, rules and by-laws.
- 20.2. The members of the Committee, are indemnified against all claims for losses or damages suffered and for all expenses incurred by them in or about the performance of their duties, except such losses or damages suffered or expenses incurred by reason of their own respective willful or negligent acts, omissions or conduct.

21. INTERPRETATIONS

- 21.1. In the event of conflict regarding interpretation of this constitution the AVA or a legal firm accepted by both parties shall be the sole authority for the interpretation of this constitution and shall act as arbitrator.
- 21.2. The decision of the AVA or legal firm, as arbitrator, upon any question of interpretation or upon any matter affecting The Club, shall be final and binding upon all members of The Club.

Constitution of the Virtual Aviation Club Swartkop

Duly accepted this 28th day of February 2004,
at the Virtual Aviation Club Swartkop,
Air Force Base Swartkop.
Pretoria,
for all present by

Chairman

Surname First Names Signature

Secretary/ Treasurer

Surname First Names Signature

Technical Officer/ Webmaster

Surname First Names Signature

Events Co-ordinator/ Public Relations Officer

Surname First Names Signature

Chief Instructor

Surname First Names Signature



VACS Disciplinary Procedure

1. Written accounts of an offence must be submitted to the committee.
2. The committee secretary must provide a written notification of the offence to the offender seven days prior to a hearing.
3. A committee quorum must be present for a hearing.
4. The offender is entitled to represent themselves or by any person of their choice.
5. A disciplinary hearing shall be held 'in camera'.
6. Sentences:
 - First Warning.
 - Second Warning.
 - Temporary Suspension.
 - Life Suspension.
 - Fines.
7. A fine could accompany warnings.
8. The content of disciplinary hearing:
 - The chairman will call the hearing to order and state the aim of the disciplinary hearing.
 - The plaintiff will state the offence in detail.
 - The defendant will make representation.
 - The committee will deliberate the findings and conclusions.
 - The committee will determine the sentence.
 - The chairman will enlighten the defendant of the outcome of the disciplinary hearing.
9. Accurate written record must be kept of the hearing.
10. The defendant is entitled to appeal the sentence, in writing, within 7 days.
11. All appeals will be referred to the AVA / legal firm.
12. The decision of the AVA / legal firm is final.