

# CONSTITUTION AND RULES

## 1. NAME

1.1 The name of the Society is “**THE WELLINGTON AERO CLUB**” (Incorporated).

## 2. INTERPRETATION

2.1 In these Rules and in all or any By-Laws and/or Regulations made hereunder, unless the context otherwise requires:

- (a) “**Act**” or “**the Act**” means the Incorporated Societies Act 1908;
- (b) “**AGM**” means the Annual General Meeting to be held in each and every year as required by Rule 8.1.1;
- (c) “**Auditor**” means the Auditor or Auditors elected or appointed pursuant to Rule 11;
- (d) “**CFI**” means the Chief Flying Instructor appointed pursuant to Rule 7.3;
- (e) “**Chief Engineer**” means the Chief Engineer appointed pursuant to Rule 7.3;
- (f) “**Chief Executive**” means the Chief Executive appointed pursuant to Rule 7.3;
- (g) “**Executive**” means the Executive Committee as described in Rule 10.2;
- (h) “**Fleet**” means the aircraft or any one or more of them owned or operated by the Club, including all or any aircraft operated by or under the control of the Club pursuant to any hire or lease agreement; and,
- (i) “**RNZAC**” means the Royal New Zealand Aero Club Incorporated.

2.2 Unless the contrary intention appears, words importing the masculine gender include females and words in the singular include the plural and words in the plural include the singular.

2.3 All headings are inserted for convenience only and shall not affect any construction or interpretation of these Rules.

2.4 In the event of any dispute or disagreement arising as to the meaning or interpretation of these Rules or of any part of them, the dispute or disagreement shall be resolved by the Executive by the application of common sense and plain English and by leaving aside trivialities and pedantry, with the intent that no word, expression, phrase or passage shall be construed as having a meaning obscured by complications or ambiguity or as being inconsistent with the spirit of these Rules.

## 3. OBJECTS

3.1 The objects of the Club are:-

- 3.1.1 To promote, foster, encourage and develop safe and skilful flying and the practice, study, and research of aviation in all its aspects.
- 3.1.2 To provide genial and friendly relations amongst members, their relatives and friends, and others interested in aviation, for their mutual benefit, together with social amenities, entertainment and recreational facilities.
- 3.1.3 To train pilots and other air and ground crew, including aircraft engineers and mechanics, instrument repairers, radio and avionics technicians and, in the course thereof, to conduct educational and other aviation related seminars, classes, lectures, exhibitions and forums.
- 3.1.4 To promote rallies, competitions and trials both on the ground and in the air.
- 3.1.5 To design, construct, manufacture, repair, maintain, purchase, sell, import, export, lease, hire and generally to deal in aircraft, both fixed and rotary wing, powered and unpowered, and other kinds of apparatus for the conveyance of passengers and freight by air, aircraft simulators, and any parts of or equipment for use in connection therewith together with engines plant and machinery for the manufacture assembly and construction thereof, and to conduct research and experimentation in connection therewith.
- 3.1.6 To carry passengers and freight by air within New Zealand and to enter into contracts in relation thereto and to act in concert, cooperation and coordination with other organisations carrying on or interested in any similar ventures.
- 3.1.7 To let on hire or lease, with or without crew, aircraft, both fixed and rotary wing, powered and unpowered, for training, business and pleasure flights, for the carriage of passengers and freight, for the towing of drogues and gliders, for aerial photography, search and rescue operations, air ambulance services and other like uses.
- 3.1.8 To purchase, lease, take licences for and otherwise to acquire and hold rights over and in relation to airfields, heliports and landing grounds within New Zealand and to obtain and hold from any Government, local or other authority within New Zealand, rights grants and licences of any and every description, and to enter into contracts agreements and arrangements with any such Government, local or other authority.
- 3.1.9 To own and operate any radar, electronic navigation, computer, television, video, radio communication, cinematographic, photographic and sound reproduction equipment of whatsoever kind or description.
- 3.1.10 To subscribe for, purchase or otherwise acquire shares or interests in any company, society or other corporate body, the acquisition of which will, or may, in the opinion of the Executive, further the interests of the Club, PROVIDED HOWEVER that none of the Club's funds may be invested in or on the purchase of any speculative shares or in any speculative venture.
- 3.1.11 To join or affiliate with any organisation society or club, incorporated or unincorporated, having objects in whole or in significant part similar to the objects of the Club.
- 3.1.12 To manufacture, print, publish and sell any video productions, films, computer software programmes, books, periodicals, bulletins, leaflets, journals or other literature, printed or electronically stored, that may from time to time be deemed to be desirable for the promotion or furtherance of any one or more of the objects of the Club.
- 3.1.13 To make grants and subsidies in favour of deserving aviation related causes, whether the same be similar to the objects of the Club or not.

- 3.1.14 To buy, sell and deal in any class or classes of goods, commodities, merchandise or personal property which, in the opinion of the Executive, may be desirable for the furtherance of these objects and in particular, but not by way of limitation of, in:
- (a) Clothing, sportswear, pilots' requisites, monograms, badges and insignia for use by Club members in the course of pursuing their activities as Club members;
  - (b) Printed matter of all classes and description;
  - (c) Radios, instruments, navigation and pilot aids, avionics and aircraft accessories;
  - (d) Aviation gasoline, motor spirits, lubricating oils and greases and petroleum products of all description; and,
  - (e) Foodstuffs of all description and beverages of all description including intoxicating liquor.
- 3.1.15 To carry on, on any land forming part of or adjacent to any airfield or landing ground under the Club's control, such business activity as is convenient to generate an income from such land and to purchase such resources as are necessary to develop such land.
- 3.1.16 To arrange or to promote, in conjunction with any recognised and reputable travel agency, tours, excursions, visits and travel to enable members and their relatives and friends to attend national or international air pageants, air shows, aeronautical exhibitions, flying competitions and the like.
- 3.1.17 To enter into hire-purchase and conditional purchase agreements with the purchasers of any goods from the Club and to negotiate, assign, mortgage or pledge such agreements for cash or otherwise to secure the payments due or the rights accruing thereunder.
- 3.1.18 To register any patent, copyright, or trade mark for the purpose of protecting the Club's property.
- 3.1.19 To adopt such means of promoting, advertising and making known the affairs of, and services offered by the Club, as may seem to the Executive to be desirable.
- 3.1.20 To establish and/or support superannuation funds and/or trusts for the benefit of employees or past employees of the Club, or the dependants of any such persons, to make payments towards pensions, and to grant pensions and allowances to such persons.
- 3.1.21 For the purposes of the Club to borrow or raise money or secure the payment of money owing by the Club in such manner as the Executive may think fit, and in particular by bank overdraft or by the issue of debentures or other securities, to execute all such deeds and instruments in relation thereto and to purchase, redeem or pay off any such securities.
- 3.1.22 Subject to the provisions of sub-paragraph 3.1.10 hereof to invest and deal with the funds of the Club in such manner and upon such terms and conditions as may, in the opinion of the Executive, be in the best interests of the Club and having regard to its objects as aforesaid.
- 3.1.23 To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Club.
- 3.1.24 The income and property of the Club shall be applied solely towards the promotion of the objects of the Club and no portion thereof shall be paid to the persons who at any time are, or have been, members of the Club. Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any officers, elective Executive persons or employees of the Club or to any member thereof, or other person in return for any services actually rendered to the Club. And provided further that no member of the Executive shall receive any remuneration or payment for services rendered or goods supplied or be financially concerned or interested in any contract or engagement with the Club without first fully disclosing such interest to the Executive, nor shall he/she be present at any deliberations or vote on any matter which he/she is financially interested.

#### 4. CONSTITUTION

The Club shall consist of those members who have been elected or may from time to time be elected in accordance with the Rules of the Club.

#### 5. MEMBERSHIP

##### 5.1 Classes of Members

Members shall be classified as follows:-

5.1.1 **Pilot members**, being individuals, 17 years of age or over, who hold, or who have held, a valid pilot's licence of any category and/or individuals who have completed not less than five (5) hours of flying training with the Club, but who do not hold a pilot's licence.

5.1.1.2 **Ordinary members**, being individuals who are interested in aviation and in the activities of the Club, but who are not eligible for admission as pilot members.

5.1.1.3 **Junior members**, being individuals under the age of 17 years.

5.1.1.4 **Affiliate members**, being individuals who are:

- (a) Current members of any club affiliated to RNZAC; or,
- (b) Current members of any club affiliated to any overseas equivalent of RNZAC; or,
- (c) Undertaking any specific course of flying and/or ground training with the Club.

5.1.1.5 **Honorary life members**, who shall be elected by the Club in General Meeting as provided in Rule 5.3.

5.1.1.6 **Corporate members** being incorporated bodies or departments of state whom shall be elected to membership of the Club at the sole discretion of the Executive from time to time and subject to such conditions as the Executive may from time to time set.

5.1.1.7 **Day members**, being individuals who are licensed pilots whom do not qualify to be affiliate members.

5.1.1.8 **Family members** being the partners and/or children of a pilot or ordinary member or honorary life member.

5.1.1.9 The following categories of membership carry voting rights at General Meetings, provided that the member is financial at the time of the meeting:-

- (a) Pilot members;
- (b) Ordinary members;
- (c) Junior members;
- (d) Honorary life members.

5.1.1.10 Affiliate members, day members, corporate members and family members shall have no voting rights and may not be elected to office.

##### 5.2 Admission and/or Refusal of Admission to Membership

5.2.1 Subject to the provisions of Rules 18.7.3 and 15.4, no person shall be admitted to membership of the Club except as follows:-

- 5.2.1.1 Pilot, ordinary, junior, corporate and family members must be nominated by a proposer and seconder, each of whom is either a member or an employee of the Club. Every such nomination must be approved by resolution of the Executive before the member is admitted.
- 5.2.1.2 (a) Affiliate members may, at the discretion of the Chief Executive (or in his absence the Chief Flying Instructor) be admitted without payment of any subscription, PROVIDED HOWEVER that upon the expiry of a period of 3 months following admission such affiliate membership shall lapse. Following such lapse the member may be re-admitted in the same manner as aforesaid for not more than one further period not exceeding 3 months.
- (b) Day members may, at the discretion of the Chief Executive (or in his absence the Chief Flying Instructor) be admitted upon payment of the requisite day membership subscription for the relevant number of days of membership granted.
- 5.2.2.1 The Executive shall have power to refuse the admission to membership of any person it considers to be unsuitable as a candidate for admission, and shall be under no obligation to explain any such refusal.
- 5.2.2.2 In refusing to admit any person to membership the Executive may at its discretion fix a minimum period during which the name of the person so refused admission may not be resubmitted for approval.
- 5.2.2.3 Any subscription paid to the Club by any person in anticipation of admission to membership shall be refunded in full to that person if the application for membership is refused.
- 5.2.3 All candidates for membership shall be required to complete an application for membership in the prescribed form, which form shall become the property of the Club.
- 5.2.4 Notice of the admission or refusal to admit any pilot, ordinary, or junior member shall be sent to that person by the Chief Executive by ordinary post.
- 5.3 **Honorary life members**
- 5.3.1 Any member who has rendered outstanding service to the Club over a period of years shall be eligible for election as an honorary life member.
- 5.3.2 Every recommendation made in accordance with this Rule shall be placed before the club in general meeting. Approval shall be by a three fourths majority.
- 5.4 **Cessation of Membership**
- 5.4.1 Except as provided in Rule 5.2.1.2, a member shall cease to be a member of the Club:-
- (a) On acceptance of his resignation by the Executive as provided in Rule 5.4.2;
- (b) On his death;
- (c) On forfeiture of his membership as provided in Rule 5.4.3;
- (d) On forfeiture of his membership as provided in Rule 15.4;
- (e) On his expulsion as provided in Rule 18.7.2.
- 5.4.2 Any member may resign his membership by giving written notice to the Chief Executive, provided that the member's subscription has been paid up to date.

5.4.3 Where, in accordance with Rule 6.3, a member is deemed to have been unfinancial for a period of 2 months or longer, the Executive may, by resolution, declare that member's membership to have been forfeited.

5.5 Any member, upon giving to the Chief Executive written notice of his intention to depart out of New Zealand for a period of 6 months or longer, may have his name placed on the list of members overseas, free of subscription until his return.

## **6. ANNUAL SUBSCRIPTIONS**

6.1 The annual subscriptions payable by the members for each class of membership shall be as fixed by the Executive from time to time. Such subscriptions shall become due on the 1st day of April in each year, and the current year's subscription will be ratified at the AGM.

6.2 Any member whose name has, pursuant to Rule 5.5, been placed on the list of members overseas, shall, if he returns to New Zealand during the second half of any financial year, be liable for payment of only one half of the annual subscription at the subsisting normal rate.

6.3 Should any member fail to pay his annual subscription prior to the AGM, he shall be deemed thereafter to be unfinancial.

## **7. MANAGEMENT**

7.1 The Executive shall, subject to these Rules, be responsible for the entire management and administration of the property and affairs of the Club and may exercise all such powers of the Club as are not by these Rules or by the Act required to be exercised by the Club in General Meeting.

7.2 No member of the Executive shall, either by himself personally, or by virtue of or through his having a proprietary or financial interest in any company or firm, or close personal relationship to any contractor or proposed contractor, enter into any contract agreement or arrangement with the Club (other than for the hiring of any aircraft from the Club or for the provision of any service available to him by virtue of his membership of the Club) without first declaring his interest to the Executive at a properly convened meeting and, having so declared his interest shall, if otherwise entitled to vote, refrain from voting on any motion relative to that contract agreement or arrangement. Any failure to observe this rule shall disentitle the member so concerned to any benefit or profit under any such contract agreement or arrangement and in the event of any such failure, the Executive may by resolution cancel terminate or amend any such contract agreement or arrangement, subject to such conditions as it may deem fit according to the circumstances.

7.3 In the course of its management of the Club the Executive shall have power to appoint suitably qualified persons to act as, respectively, Secretary, Chief Executive, Chief Flying Instructor and Chief Engineer, and may engage such other suitably qualified staff as may be necessary for the efficient operation of the Club and the furtherance of its objects.

7.4 The salaries and conditions of employment of all the Club's staff shall, subject to these Rules and to the By-Laws made hereunder, be fixed by the Executive.

### **7.5 Secretary**

7.5.1 The Secretary shall, if either a full or part time employee of the Club, be a senior member of the Club's staff.

7.5.2 The Secretary shall be responsible for:

- (a) The preparation and filing of all statutory returns;

- (b) The performance of all electoral and other administrative duties cast upon him by these Rules;
- (c) The keeping of all of the accounts of the Club and the preparation and submission to each successive AGM of audited financial statements; and,
- (d) The carrying out of such other related secretarial or other duties as may, from time to time, be determined by the Executive.

## **7.6 Chief Executive**

7.6.1 The Chief Executive shall be the most senior member of the Club's staff.

7.6.2 The Chief Executive shall, subject to these Rules and to the By-Laws and Regulations made hereunder, be responsible for the conduct and performance of all of the Club's staff and for the day-to-day running of the Club.

7.6.3 The Chief Executive shall attend all general meetings of the Club and all meetings of the Executive and shall be entitled to speak on all matters under discussion thereat.

7.6.4 In addition to the above general duties the Chief Executive shall:-

- (a) Collect and account for all subscriptions and other monies due to the Club and disburse such monies as directed by the Executive;
- (b) Keep all records of the Club including a register of members;
- (c) Arrange for the taking of minutes of all General Meetings of the Club and all meetings of the Executive;
- (d) Conduct all correspondence; and,
- (e) Perform such other administrative or other duties as may from time to time be determined by the Executive.

7.6.5 The Chief Executive shall be deemed to be the Club's representative for the purposes of the liquor licensing laws.

## **7.7 Chief Flying Instructor**

7.7.1 The CFI shall, subject to these Rules and to the By-Laws and Regulations made hereunder, be responsible, through the Chief Executive, to the Executive for:

- (a) The control of the fleet and all of the Club's flying; and,
- (b) The conduct and performance of the Club's instructing staff and other flying staff; and,
- (c) The maintenance of flying discipline and, in particular, the compliance by flying staff and members with:-
  - i. The provisions of all applicable Aviation Acts and the Rules and Regulations made thereunder; and,
  - ii. These Rules and the By-Laws and Regulations made hereunder in so far as they relate to flying; and
- (d) The performance of all duties cast upon him by these Rules and the By-Laws and Regulations made hereunder; and,
- (e) The carrying out of such other duties as may be determined by the Executive from time to time.

7.7.2 The CFI shall be the Club's Chief Pilot and representative for the purposes of compliance with all applicable Aviation Acts and the Rules and Regulations made thereunder.

## **7.8 Chief Engineer (subject to appointment)**

7.8.1 The Chief Engineer shall be a senior member of the Club's staff.

- 7.8.2 The Chief Engineer shall be responsible, through the Chief Executive, to the Executive for:-
- (a) The maintenance and airworthiness of the fleet; and,
  - (b) The conduct and performance of the Club's engineering staff; and,
  - (c) The compliance by the engineering staff with the provisions of the applicable Aviation Acts and the Rules and Regulations made thereunder; and,
  - (d) The carrying out of such other duties as may be determined by the Executive from time to time.

## 7.9 **Club Captain**

- 7.9.1 The Club Captain whom shall be a pilot member, shall be elected annually as provided in Rule 8.0.
- 7.9.2 The duties of Club Captain shall be such as may be determined by the Executive from time to time.

## 8. **ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS**

### 8.1 **Holding of Meetings**

- 8.1.1 The AGM shall be held not later than the 31st day of July in each and every year.

### 8.2 **Publication of Notice and Agenda**

- 8.2.1 Not less than 35 clear days before each AGM notice of the convening of such AGM shall be given by the Secretary by circulating the membership via the Club magazine or personal mail, a notice which shall include, in clear and unambiguous language, the following information, viz:
- (a) The date, time and venue of the AGM (which date time and venue shall have been fixed by the Executive); and,
  - (b) The date and time for the closing of nominations for the filling of the vacancies in the Executive occurring by virtue of the operation of Rule 10; and,
  - (c) The latest date and time for the receipt by him of any Notices of Motion to be put to the AGM as detailed in Rule 8.4.

A similar notice shall, at the same time, be posted on the Notice Board in the Club House.

- 8.2.2 The agenda for each AGM shall, so far as may be convenient and practical, include:-
- (a) Calling for apologies;
  - (b) The reading and confirmation of the minutes of the last AGM;
  - (c) Matters arising from the minutes of the last AGM;
  - (d) Receiving the Annual Report and the Audited Financial Statements;
  - (e) Conducting an election of officers and Executive as provided in Rule 8.7;
  - (f) The election, as and when required, of an Auditor or Auditors;
  - (g) The ratification of the current year membership subscriptions as provided in Rule 6.1;
  - (h) Any special business arising out of the receipt by the Secretary of any Notice of Motion;
  - (i) General Business.

### 8.3 **Nominations for Election**

8.3.1 Nominations of candidates to fill the vacancies occurring in the Executive by virtue of the operation of Rule 10 must be received by the Secretary not less than 21 clear days before the AGM.

8.3.2 Such nominations must be signed by two financial members and must be accompanied by:-

- (a) The written consent of the nominee to serve on the Executive if elected;
- (b) A brief resume of the qualifications of the candidate for office, which shall include:
  - i. The year in which the candidate joined the Club.
  - ii. Membership status.
  - iii. Occupation.
  - iv. A list of the candidate's professional and/or educational qualifications, if any.
- (c) Any other information or statement provided by the candidate which, in the opinion of the candidate, may assist members in determining the candidates suitability for office, PROVIDED that such information and/or statements submitted by candidates for the offices of President, President Elect and Club Captain shall not contain more than 200 words, and PROVIDED FURTHER that such information and/or statements submitted by candidates for election to the general Executive shall not contain more than 100 words.

#### 8.4 **Notice of Motion**

8.4.1 Subject to the provisions of Rule 8.2, any Notice of Motion which is required to be considered at an AGM must be:-

- (a) Typewritten on plain paper; and,
- (b) Signed by two financial members and legibly endorsed with their names; and,
- (c) Received by the Secretary not less than 21 clear days before the AGM.

#### 8.5 **Notice to Members**

8.5.1 Not less than 14 clear days before the AGM the Secretary shall publicly display at the Club rooms the following:-

- (a) A notice of the date, time and venue of the AGM. The notice shall contain a copy of the agenda for the AGM and shall include the full text of any Notice of Motion properly completed and received by the Secretary within the time prescribed by Rule 8.4;
- (b) A copy of the Annual Report and Audited Financial Statements;
- (c) A list of the names of the candidates for the vacancies occurring by virtue of the operation of Rule 10. Such list of names shall be in alphabetical order including, alongside each name, the information specified in subparagraphs (a) to (c) of Rule 8.3.2.

#### 8.6 **Personal and Proxy voting**

8.6.1 The overriding wish of the membership is that voting at general meetings shall normally be done through personal attendance by each member at the meeting. However, where a member finds that, through circumstances beyond his reasonable control, he cannot attend the meeting on the night, a proxy vote will be allowed to be cast in the following manner.

8.6.2 The proxy vote will only be valid when presented on the official proxy form, available from the Secretary within 14 clear days before the AGM. The form will provide full flexibility and control to the member completing the proxy form to enable him to direct the person who is delivering the proxy vote in any manner desired.

- 8.6.3 All proxy forms will be presented to the Secretary prior to the meeting for validation, and the Secretary will read out to the meeting those members who carry proxy forms on behalf of members absenting themselves.
- 8.6.4 Only financial members entitled to vote as per Rule 5.1.1.9 will be allowed to cast proxy votes, and that member may only conduct proxy voting on behalf of one absenting member.
- 8.6.5 Proxy forms will not be included in the determination of the quorum for the meeting. Physical attendance is required to achieve inclusion as part of the quorum as detailed in Rule 8.9.1.

## 8.7 **Election of Officers & Executive**

- 8.7.1 The ballot paper shall contain names of the members nominated for the positions of officers and Executive pursuant to Rule 10.
- 8.7.2 Every financial member entitled to vote as per Rule 5.1.1.9 and present at the meeting will be handed a ballot paper by the Secretary and permitted to cast a vote. An additional ballot paper will be handed to the member if entitled to conduct a proxy vote on behalf of a member genuinely absenting himself as per Rule 8.6. In order for the ballot paper to be valid, members must cast one vote for each individual vacancy as detailed on the ballot paper. Failure to adhere to this procedure will result in a spoilt paper, rendering the ballot paper invalid.
- 8.7.3 The Chairman will ensure that scrutineers are appointed at the meeting. The scrutineers will collect the ballot papers, examine them for validity, count the votes and hand the written results to the Chairman.
- 8.7.4 The Chairman will announce the results to the meeting.
- 8.7.5 In the event of a tie, selection will be decided by lot, the drawing of such lot to be performed by the Chairman and validated by the scrutineers.

## 8.8 **Special General Meetings**

- 8.8.1 Upon receiving a requisition in writing signed by not less than 20 financial members the Secretary shall convene a Special General Meeting of the Club to be held not later than 31 clear days from the date of the receipt by him of the requisition.
- 8.8.2 The Executive may at any time call a Special General Meeting.
- 8.8.3 The requisition and the notice convening the meeting shall specify the subject or subjects which the meeting is called to consider and no other subject or subjects shall be dealt with by the meeting, save with the consent of the Chairman and a three fourths majority of the members present at the meeting.
- 8.8.4 The provisions of Rule 8.5.1 as to the giving of notice to members shall apply, so far as they may be applicable and with only the necessary modifications, to the giving of notice of a Special General Meeting.

## 8.9 **Quorum/Chairing of Meetings**

- 8.9.1 No business shall be transacted at any AGM or Special General Meeting unless fifteen (15) financial members are present in person. If, within half an hour from the time appointed for the meeting, the required number of members is not present, the meeting, if a Special General Meeting, shall lapse, without prejudice to the calling of another meeting for the same purpose. If

an AGM, it shall stand adjourned for one week at the same hour and place, and thence from week to week until the requisite number of members be present.

- 8.9.2 At all General Meetings of the Club the President shall, if present, act as Chairman. In the absence of the President the President Elect shall so act. In the absence of both the President and the President Elect some other member of the Executive who is entitled to vote may be elected as Chairman.
- 8.9.3 The President (or Chairman for the time being) may, in all cases of equal voting save for election of Officers & Executive pursuant to Rule 8.7.5, exercise a casting vote in addition to his deliberative vote.
- 8.9.4 Minutes of the proceedings of all General Meetings of the Club and the names of members attending the same shall be recorded in a book kept for that purpose.
- 8.9.5 Subject to the express provisions of these Rules, all resolutions of the members in General Meeting shall be passed by the votes of a majority of the members present at such meeting, including proxy votes as per Rule 8.6, and shall be binding on all members whether present or not, and a declaration by the Chairman of the meeting that a resolution has been carried or lost, together with an entry in the minute book of the Club to that effect shall be accepted as conclusive evidence of the fact.

#### **8.10 Procedural Irregularities**

- 8.10.1 In case any irregularity shall occur in the convening or holding of any General Meeting of the Club, or in any election or other proceeding at any such meeting and the same shall not be noticed and objected to during the course of that meeting, all the proceedings of that meeting shall, in the absence of bad faith on the part of the mover or seconder of any motion or on the part of the Chairman, be of the same force and effect as if no such irregularity had occurred; but if any irregularity shall be noticed during the course of the meeting the meeting shall decide thereon, and such decision shall be final and binding.

### **9. EXECUTIVE MEETINGS**

- 9.1 Unless otherwise determined pursuant to Rule 9.2 the Executive shall meet in the Club House at 6.30 pm on the last Wednesday of each month except December.
- 9.2 The Executive may, at any monthly meeting, resolve to vary the date and/or time and/or venue of any meeting or meetings required to be held subsequently pursuant to Rule 9.1 down to the time of the next AGM.
- 9.3 The President, or in his absence the President Elect may, on the giving of 48 hours notice to members of the Executive, convene an extraordinary meeting of the Executive at any time for the purpose of dealing with any urgent business which cannot, in the President's (or President Elect's) opinion be held over to the next ensuing monthly meeting.
- 9.4 At all meetings of the Executive the President shall, if present, act as Chairman. In the absence of the President the President Elect shall so act. In the absence of both the President and President Elect some other member of the Executive who is entitled to vote may be elected to act as Chairman.
- 9.5 The President (or Chairman for the time being) may, in all cases of equal voting, exercise a casting vote in addition to his deliberative vote.

- 9.6 Five (5) members of the Executive present in person and entitled to vote, shall constitute a quorum at all meetings of the Executive.
- 9.7 Minutes of the proceedings of all meetings of the Executive, including the names of the members attending the same, shall be recorded in a book kept for that purpose.

## **10. OFFICERS & EXECUTIVE**

- 10.1 Subject to clause 5.1.1.10 every financial member who is not a full time employee of the Club shall be qualified for election as an officer or Executive member of the Club.
- 10.2 The Executive of the Club shall be: -
- (a) The President.
  - (b) The President- Elect.
  - (c) The Immediate Past-President.
  - (d) The Club Captain.
  - (e) Six general Executive members, of whom not less than four shall be Pilot members.
- 10.2.1. The President-Elect shall be elected one year prior to taking office as President. After one year he shall become the President and after two years the Immediate Past-President. A member may not serve two consecutive terms as President.
- 10.2.2 The Club Captain and general Executive members shall hold office for one year and thereafter be eligible for re-election.
- 10.3 Outgoing Executive members are expected to ensure an effective transition of responsibilities to the incoming Executive during the change period.
- 10.4 The office of any member of the Executive shall become vacant, and the vacancy shall be deemed to be an extraordinary vacancy, if the member:-
- (a) Dies; or,
  - (b) Resigns his office; or,
  - (c) Accepts full time employment with the Club; or,
  - (d) Is absent without leave from three consecutive meetings of the Executive; or,
  - (e) Becomes a mentally disordered person within the meaning of the Mental Health Act 1969; or,
  - (f) Is adjudged bankrupt; or,
  - (g) Has any penalty imposed upon him consequent upon a charge preferred against him pursuant to Rule 18 being sustained; or,
  - (h) Is convicted of any offence punishable by imprisonment.
- 10.5 Every extraordinary vacancy, except that of Immediate Past-President, shall be filled by the executive by co-opting any member who would qualify for election under Rule 10.1 and the member co-opted shall retain office for so long as the vacating member would have retained office if no such extraordinary vacancy had occurred.
- 10.6 The Executive shall, as a body, remain in office until the next succeeding AGM following its election.
- 10.7 All officers and Executive members of the Club, acting in pursuance of the powers vested in them, shall be indemnified against all claims, losses and expenses suffered or incurred by them in the course of the lawful execution of their duties, PROVIDED that such indemnity shall not extend to protect them from or against any claims losses or expenses arising out of their own wilful act or default or failure to comply with the Rules of the Club.

## **11. AUDITORS**

- 11.1 At every AGM held in an even numbered year an Auditor or Auditors shall be elected, to hold office for the ensuing two years, thereafter being eligible for re-election.
- 11.2 The provisions of Rule 8.3 relating to the election of officers shall not apply to the election of an Auditor, whose nomination may be taken from the floor. The Auditor shall be an individual who is a member of the New Zealand Society of Accountants.
- 11.3 Any vacancy in the office of Auditor arising otherwise than out of retirement at the end of his term of office shall be filled by the nominee of the New Zealand Society of Accountants.
- 11.4 No member or employee of the Club shall be eligible for appointment as Auditor.

## **12. MEMBERS' SERVICES COMMITTEE**

- 12.1 The Executive shall, as soon as may be following each AGM, appoint a sub-committee consisting of not less than three financial members, to be known as the Members' Services Committee (hereinafter in this Rule referred to as "the MSC") and shall, in making such appointments, have regard to the wishes of the members expressed by resolution at the AGM as to the membership of the MSC.
- 12.2 The MSC shall hold office until such time as a new MSC has been appointed pursuant to Rule 12.1.
- 12.3 The MSC shall be chaired by the Club Captain.
- 12.4 The Club Captain shall be the MSC representative to the Executive.
- 12.5 The MSC shall, subject always to the approval of the Executive, be responsible for the organisation control and day-to-day running of the non-flying section of the Club House and shall, in particular, be responsible for:
  - (a) The social activities of the Club;
  - (b) The provision of canteen facilities within the Club House;
  - (c) The maintenance of all such equipment (including furniture, fittings, appliances, sports or other equipment) as may be placed in its charge by the Executive and held within the precincts of the non-flying section of the Club House;
  - (d) The provision of information services for members and visitors alike both within the Club House and at field days, flying competitions, and other off-base activities of the Club;
  - (e) In conjunction with the Executive and the Chief Executive, the provision and dissemination of general information to members by means of news bulletins or otherwise howsoever;
  - (f) The provision of a library within the Club House, including aviation magazines and other aviation publications; and,
  - (g) The provision of such other services to members as may be deemed appropriate by the Executive from time to time.
- 12.6 The MSC shall have power to co-opt additional members to act in and for such General business required.
- 12.7 The MSC shall meet on such days and at such times as may be decided by the MSC but not less frequently than once in each month except December, and so far as is practicable at a regular time in each such month PROVIDED HOWEVER that such meeting dates shall not clash with the

regular meetings of the Executive. Reasonable notice shall be given to the members of the MSC of all meetings of the MSC.

- 12.8 Any member of the MSC absenting himself from three consecutive meetings without providing a satisfactory explanation of his absence shall, at the option of the MSC, be deemed to have vacated his office.
- 12.9 At all meetings of the MSC two (2) members present in person shall constitute a quorum.
- 12.10 No full time employee of the Club shall be eligible for election to the MSC.
- 12.11 The Chairman of the MSC shall report to the AGM on the activities of the MSC during the preceding year.
- 12.12 The provisions of this Rule shall not in any case derogate from the provisions of any other Rule herein.

### **13. SEAL**

- 13.1 The Common Seal of the Club shall consist of the words “**The Wellington Aero Club Incorporated**” in the form of a circle, with the words “**Common Seal**” in the centre.
- 13.2 The Common Seal shall be kept in the custody of the Secretary.
- 13.3 The Common Seal shall not be affixed to any document except pursuant to a resolution of the Executive and in the presence of the President or President Elect and two other members of the Executive who shall attest the execution of the document accordingly.

### **14. BY-LAWS & REGULATIONS**

- 14.1 For the proper and efficient management, control and regulation of the Club's activities and affairs generally, the governing of the conduct of, and the preservation of the rights and privileges of members, the attainment of the objects and the carrying into effect of these Rules, the Executive shall have power, from time to time as the need may be seen to arise, to make, alter, or amend, and to revoke or repeal such By-Laws and Regulations as they may deem to be appropriate and in keeping with the spirit of these Rules PROVIDED HOWEVER that such By-Laws and Regulations shall not be inconsistent with these Rules, nor with the Act nor with the general laws relating in particular to aviation and/or the sale of liquor.
- 14.2 Without limiting the general power conferred on the Executive by Rule 14.1, it is hereby declared that By-Laws and Regulations may be made concerning all or any of the following matters:
  - 14.2.1 The safe and efficient operation of the Club's fleet.
  - 14.2.2 The conduct of competitions, trials, demonstrations, “fly-aways” and other activities of a like nature.
  - 14.2.3 The conduct of Club and Club sponsored activities of whatever nature or kind within and/or without the Club House.
  - 14.2.4 The operation and enforcement of the laws relating to the sale of liquor pursuant to any licence held by the Club from time to time.
  - 14.2.5 The engagement, employment, control, discipline, retirement, and dismissal of staff, both paid and voluntary.

- 14.2.6 The regulation and control of the Club's financial affairs and activities, including the investment of funds, accounting, banking and like matters.
- 14.2.7 The enforcement of discipline amongst members and the imposition of sanctions, fines and other penalties which may be imposed for breaches of these Rules and the By-Laws and/or Regulations made hereunder.
- 14.3 Copies of any By-Laws and/or Regulations made in accordance with this Rule shall, so far as may be convenient and practicable, be published for the benefit of members along with these Rules in booklet form available to members free of cost.
- 14.4 Upon joining the Club each member shall be issued with a copy of these Rules.
- 14.5 The members and each and all of them shall be held to have consented to and to have agreed to be bound by the Rules, By-Laws and Regulations of the Club.

## **15. GENERAL**

### **15.1 Finance**

- 15.1.1 The financial year of the Club shall commence on the first day of April in each year.
- 15.1.2 All funds of the Club shall, unless they are received for some other specific purpose, be available for all purposes of and incidental to the objects of the Club or authorised by these Rules.
- 15.1.3 All monies paid to or received by or on behalf of the Club shall be paid to the credit of the Club at such bank or banks as the Executive may from time to time decide.
- 15.1.4 All disbursements, except petty cash disbursements, shall be made by cheque drawn on such bank or banks and signed by such persons (not being less than two in number) as the Executive may from time to time decide.
- 15.1.5 The Club may refund to members any travelling or other out-of-pocket expenses incurred in attending meetings of the RNZAC or any committee thereof or in connection with any other business of the Club, PROVIDED HOWEVER that such expenses shall be payable to members only when the Executive is satisfied that the attendance of such members was desirable and approves that travel/expense as a Club expense prior to the expenditure claimed being expended.
- 15.1.6 Subject to the provisions of these Rules generally and to Rule 15.1.2 in particular, the funds of the Club shall be dealt with as the Executive may from time to time direct.

### **15.2 Pecuniary Gain**

- 15.2.1 No member shall, except to the extent that he may be remunerated by the Club for services rendered to the Club as a full or part time employee, or as otherwise specifically provided by these Rules, derive any pecuniary gain from any of the Club's properties or activities. For the purpose of this Rule "pecuniary gain" does not include the winning of prizes or trophies.

### **15.3 Registered Office**

- 15.3.1 The registered office of the Club shall be at the Club House, Wellington International Airport, or at such other address as may from time to time be fixed by the Executive. Due notice of any such change of address shall be given by the Secretary to the Registrar of Incorporated Societies.

#### **15.4 Conflict of Interest**

15.4.1 No person shall be admitted as a member or, if already a member, be entitled to remain a member where such admission or continued membership could result in a conflict of interest as between the member and the Club.

15.4.2 For the purposes of this Rule a conflict of interest could arise or exist where:-

(a) A person, being an applicant for membership or a member, or a close relative of that applicant or member holds, either in his own name or by or through any agent or nominee, any interest or share in any enterprise, a principal activity of which is the provision of either theory or flight training for fixed wing aircraft, where such training is offered to the public at large from a base located within a radius of 30 nautical miles of the Wellington International Airport; or,

(b) A person, being an applicant for membership or a member, is employed by any enterprise which conducts training of the type described and within the area described in subparagraph (a) above.

15.4.3 In any case of doubt whether a conflict of interest could arise or may exist, an applicant for membership or a member may apply to the Executive for a ruling as to whether any such conflict may arise or does exist and the decision of the Executive shall be final and binding.

15.4.4 Where, on application, a decision has been made by the Executive under Rule 15.4.3, no application for reconsideration of that decision may be made to the Executive until the expiry of one year from the date of such decision.

#### **15.5 Use of Club Address**

15.5.1 No member shall use or cite, or allow to be used or cited, the name of the Club or of his connection with the Club, in any notice or advertisement intended to, or designed to promote, or having the effect of promoting the business interests of the member.

15.5.2 No member shall give to any person firm or corporate body, as his address for service in any legal proceeding, or for the purpose of receiving correspondence, the physical or postal address of the Club.

#### **15.6 Club Logo**

15.6.1 The existence of the Club's logo is, by these Rules, acknowledged and recognised as the Club's logo or insignia.

15.6.2 No change shall be made to the substantive design of the Club's logo or insignia except as approved by the Executive from time to time.

15.6.3 The Club's logo or insignia shall appear in all advertisements published by or on behalf of the Club.

15.6.4 The Club's logo or insignia may be reproduced with the authority of the Executive on any items of apparel for use by the Club's employees or members.

### **16. DISSOLUTION & WINDING UP**

16.1 The club shall not be dissolved or wound up except by Special Resolution passed by a simple majority of members present at a Special General Meeting convened for that purpose and

confirmed in like fashion by the members present at a subsequent Special General Meeting held not earlier than 21 days nor later than 31 days after the passing of such Special Resolution.

- 16.2 Upon confirmation of any such Special Resolution the members present at the subsequent meeting shall appoint an independent liquidator.
- 16.3 The liquidator so appointed shall dispose of all of the assets of the Club and, after payment of all costs debts and liabilities, shall pay the surplus, if any, to some other club or clubs having objects similar to those of the Club, in such proportions as may have been decided by the members present at the time the confirming resolution was passed, and in default thereof in such manner as may be directed by any Judge of the High Court of New Zealand.
- 16.4 No member of the Club shall, either directly or indirectly, participate in or benefit from the distribution of any surplus on the winding up of the Club.

## **17. ALTERATIONS TO THE CONSTITUTION AND RULES**

- 17.1 No amendment or revision of these Rules shall be made except in accordance with this Rule and by resolution passed by a majority of three fourths of the members present in person at an AGM or at a Special General Meeting convened for that purpose.
- 17.2 Notice of Motion of any proposed amendment or revision of the Rules (hereinafter in this Rule referred to as a “proposal”) shall be delivered in writing to the Secretary not less than 21 clear days before the meeting at which the proposal is to be put and shall be signed by at least two financial members.
- 17.3 Forthwith upon receipt of any such proposal the Secretary shall deliver copies of such proposal to the Executive for study and consideration.
- 17.4 Before any such proposal is put to a vote at an AGM or Special General Meeting the Chairman of the Executive shall report verbally to the meeting at which the proposal is to be put, the opinion of the Executive as to the effect, if any, which the proposal if adopted might have on the Rules or any of them, together with the recommendation, if any, of the Executive as to the adoption or otherwise of the proposal.
- 17.5 In accordance with the provisions of Rule 8.0 the members shall be given notice of any such proposal.

## **18. DISCIPLINARY MATTERS**

### **18.1 Disciplinary Committee**

- 18.1.1 The Disciplinary Committee shall be comprised of three (3) members of the Executive, one of whom shall be appointed as the Convenor and Chairman (such Convenor and Chairman being hereinafter in this Rule referred to as “the Chairman”).
- 18.1.2 The Disciplinary Committee shall, subject to this Rule, meet at such times and places as the Chairman may deem necessary and/or desirable.
- 18.1.3 The Disciplinary Committee shall hold office until a new Disciplinary Committee has been appointed pursuant to Rule 18.1.1.

### **18.2 Complaints Against Members**

- 18.2.1 Every person who seeks to make a formal complaint that any member has done anything which renders the exercise of the powers of the Disciplinary Committee expedient in the interests of the Club or the public at large shall make the complaint to the Chief Executive.
- 18.2.2 Every complaint shall be in writing setting out the substance and details of the complaint and be accompanied by such statements or other evidence as the complainant may wish to adduce in support, or as the Disciplinary Committee may require to be adduced in support of the complaint.
- 18.2.3 Where the Chief Executive has received any complaint as aforesaid, or where facts are brought to his knowledge which satisfy him that there may be grounds for such a complaint, the Chief Executive shall lay the complaint or the facts before the Chairman, whereupon the Chairman, upon being satisfied that there are reasonable grounds for complaint, shall, as soon as practicable, convene a meeting of the Disciplinary Committee. It shall then be the duty of the Disciplinary Committee to investigate fully the complaint or facts, as the case may be, in accordance with this Rule.
- 18.2.4 Should a member make a formal complaint which involves the Chief Executive or Chairman, then the complaint shall be referred to the next most senior member of the Executive who shall perform the function of the Chief Executive or Chairman as required in rule 18.2.3. In these circumstances it shall be the duty of the person subject of a complaint to pass the complaint without delay onto the next most senior member of the Executive. When the subject of a complaint, the Chief Executive or Chairman shall have no involvement in the complaints and disciplinary procedure save that normally required of “the member concerned” in accordance with the Rules.

### 18.3 **Preliminary Investigations**

- 18.3.1 For the purposes of any investigation undertaken pursuant to these Rules the Disciplinary Committee may:-
- (a) Make, or employ any person to make on its behalf, whatever preliminary enquiries it deems necessary;
  - (b) Require the production of any evidence, written or otherwise, by either the complainant or the member against whom the complaint has been made (such member being hereinafter called “the member concerned”);
  - (c) Require the member concerned to produce any other information of whatever kind or nature which, in the opinion of the Disciplinary Committee, is or may be relevant to the complaint under investigation.
- 18.3.2 Every member concerned who, without lawful excuse or justification, fails or refuses to produce to the Disciplinary Committee or to any person employed by the Disciplinary Committee, any evidence or information which the Disciplinary Committee has required him to produce, commits an offence against these Rules and renders himself liable to any penalty which the Disciplinary Committee may, pursuant to these Rules, impose.

### 18.4 **Preliminary Determinations**

- 18.4.1 Before the Disciplinary Committee makes any preliminary determination relative to any investigation under this Rule:
- (a) The Chairman shall cause to be posted or delivered to the member concerned:-
    - i. A copy of the written complaint or summary of facts, as the case may be, together with copies of all statements or other written evidence adduced in support of the complaint;
    - ii. A notice setting out any further particulars that may be necessary to disclose the reason for the investigation, and inviting the member concerned within such period (being not less than 7 days) as may be specified to give to the

Disciplinary Committee any written explanation he may wish to offer and to say whether he wishes to be heard by the Disciplinary Committee.

- (b) The Disciplinary Committee shall give due consideration to any written explanation submitted by the member concerned.
- 18.4.2 If, after having considered any written explanation submitted by the member concerned, the Disciplinary Committee should decide either that the complaint cannot be substantiated or that the complaint, although substantiated, disclosed an offence of only a minor nature, the Disciplinary Committee may, as the case may require:-
- (c) Notify the member concerned that the complaint has been dismissed; or,
  - (d) Reprimand, in writing, the member concerned.

## 18.5 **Committee Hearings**

- 18.5.1.1 If, after having considered any written explanation submitted by the member concerned, the Disciplinary Committee should conclude that a prima facie case has been made out against the member concerned, or if the member concerned has intimated that he wishes to be heard in his own defence, the Chairman shall cause to be posted or delivered to the member concerned a notice calling upon him to appear before the Disciplinary Committee and be examined as to the allegations made against him.
- 18.5.1.2 The notice calling upon the member concerned to appear shall specify the time, date and place of the hearing (which date shall be not less than 10 days after the posting of the notice or 7 days after its delivery as the case may be) and shall notify the member concerned of his rights and liabilities as to the conduct of the hearing and his attendance thereat.
- 18.5.1.3 Should the member concerned fail without good cause previously notified to the Disciplinary Committee to attend the hearing, the hearing shall be continued in his absence.
- 18.5.1.4 On attendance at the hearing, the member concerned must answer truthfully all questions put to him by the Disciplinary Committee or allowed by the Chairman to be put to him.
- 18.5.1.5 The member concerned may appear before the Disciplinary Committee on his own behalf or, at his own option, be represented by an advocate, and in either case shall be given reasonable opportunity to answer the allegations made against him and to make any reasonable submissions on his own behalf.
- 18.5.1.6 The Disciplinary Committee may call upon the Secretary, the Chief Executive, the CFI, or the Chief Engineer, or any one or more of them to assist it with the supply of any information or particulars which it might require.
- 18.5.1.7 The Disciplinary Committee may call the complainant, the Secretary, the Chief Executive, the CFI, the Chief Engineer, or any employee or member of the Club, or any other person thought likely to be able to provide information relative to the enquiry, to answer any questions put to him by the Disciplinary Committee or allowed by the Chairman to be put to him.
- 18.5.2 The Disciplinary Committee may, before entering into its deliberations hear, by way of submission:-
- (a) Where the subject of the complaint relates to any aspect of flying or air safety, the views of the CFI or the Chief Engineer;
  - (b) Where the subject of the complaint relates to any matter other than flying or air safety, the views of the Secretary, the Chief Executive, the Club House Bar Manager, or the Chairman of the Members' Services Committee as the case may require.

18.5.3 The Disciplinary Committee may appoint a qualified solicitor or barrister as a legal adviser, who may be present at the hearing or enquiry into any complaint and may then or at any time previously or subsequently advise the Disciplinary Committee or its Chairman on matters of law, procedure, and evidence relating thereto.

18.5.4 No person other than:-

- (a) The members of the Disciplinary Committee;
- (b) The legal adviser (if any) appointed by the Disciplinary Committee pursuant to Rule 18.5.3;
- (c) A stenographer or minute taker appointed by the Disciplinary Committee;
- (d) The member concerned; and,
- (e) The advocate (if any) for the member concerned shall be permitted to remain at any hearing of the Disciplinary Committee after having, as the case may be, give evidence or make submissions.

18.5.5 In the event of any member of the Disciplinary Committee being a party to any matter under enquiry at any hearing before the Disciplinary Committee, he shall vacate his seat until the matter has been finally dealt with by the Disciplinary Committee, and the remaining members of the Disciplinary Committee shall be empowered to appoint (pro tem) any other general member of the Executive to sit in his place so as to enable the matter to be disposed of in the manner provided by these Rules.

18.5.6 Except as expressly provided in these Rules, the Disciplinary Committee may regulate its procedure as it thinks fit.

## 18.6 Decisions of the Disciplinary Committee

18.6.1 In any case where the Disciplinary Committee has, consequent upon a hearing as aforesaid, not been satisfied on reasonable grounds of probability that a complaint against a member should be sustained, it shall dismiss the complaint and forthwith notify the member concerned of its decision.

18.6.2 If any member:

- (a) Is convicted of any offence under the Civil Aviation Act 1990 or any statutory Rules or Regulations made thereunder or in substitution therefore; or,
- (b) Is convicted of any crime involving dishonesty; or,
- (c) Is convicted of any offence relating to disorderly behaviour, drunkenness, or assault on any person; or,
- (d) Is judged by the Disciplinary Committee to have been guilty of:-
  - i. Gross carelessness or neglect in his handling of any aircraft, in flight or on the ground; or,
  - ii. Wilfully disregarding any statutory or regulatory provision relative to air safety; or,
  - iii. Wilfully disregarding any of these Rules or any Regulation or By-Law made pursuant to Rule 18 relative to the safety of the fleet; or,
  - iv. Wilfully disobeying any lawful instruction or direction given by any Flying Instructor as a result of which the member has put at unnecessary risk any aircraft or its pilot or passengers; or,
- (e) Is judged by the Disciplinary Committee to have been guilty of:-
  - i. Wilfully disregarding any statutory or regulatory provision or any of these Rules or any Regulation or By-Law made pursuant to Rule 18 relative to the consumption of liquor or the behaviour of members or visitors in the Club House; or,

- ii Being intoxicated, or abusive, or disorderly, or of behaving in a manner likely to create a disturbance or breach of the peace, or using any language which is insulting or offensive, or acting, whilst in or about the Club House in a manner which is, in the opinion of the Disciplinary Committee, liable to bring discredit upon the Club or its members; or,
- iii. Wilfully or recklessly damaging or illegally taking or removing any of the property of the Club or of its members; the Disciplinary Committee may exercise, in respect of that member, all or any of the disciplinary powers conferred on it by Rule 18.7.1.

18.6.3 All decisions of the Disciplinary Committee shall, within 14 days, be reported by the Chairman to the Executive.

## 18.7 Powers of the Disciplinary Committee

18.7.1 Where:-

- (a) In terms of any of paragraphs (a) (b) or (c) of Rule 18.6.2 a member has been convicted by any Court of any offence or crime; or,
- (b) In terms of either of paragraphs (d) or (e) of Rule 18.6.2 a member has been judged by the Disciplinary Committee to have been guilty of any of the offences detailed therein the Disciplinary Committee may, subject to Rule 18.8, exercise all or any of the following disciplinary powers against that member. It may:-
  - (c) Reprimand, in writing, the member concerned;
  - (d) Direct the member concerned to pay to the Club a fine of up to \$1,000.00;
  - (e) Direct the member concerned to pay any costs of the hearing not exceeding \$100.00;
  - (f) Where, as a result of the action of the member concerned, the fleet has been concerned to pay all or any part of the replacement, restoration, or repair of that loss or damage;
  - (g) Prohibit the member concerned from:-
    - i. Hiring or flying any of the Club's fleet;
    - ii. Entering the Club House or any other of the Club's premises at all or any specified time or times;
    - iii. Participating in all or any of the Club's flying or social or other activities; for any period not exceeding 12 months;
  - (h) Suspend the membership of the member concerned for any period not exceeding 12 months;
  - (i) Recommend to the Executive that the member concerned be expelled from the Club.

### **PROVIDED:-**

Firstly: That no fine may be imposed under paragraph (d) above in any case where a monetary penalty has been imposed by any Court following the conviction of the member concerned in respect of any offence mentioned in any of paragraphs (a), (b) or (c) of Rule 18.6.2 which is the subject matter of the hearing,

Secondly: That any monetary penalty imposed upon the member concerned and all costs, including costs of replacement, restoration, or repair which the member concerned has been directed to pay, shall be recoverable from him as a debt due to the Club,

Thirdly: That where the expulsion of the member concerned has been recommended, the member shall be suspended from membership pending the final determination of the matter by the Executive,

Fourthly: That no decision of the Disciplinary Committee exercising any of the powers conferred upon it by this Rule, other than prohibition or suspension under either of paragraphs (g) or (h) above shall take effect whilst the member concerned remains entitled to appeal the decision under Rule 18.8 or whilst any such appeal by him awaits final determination by the Executive,

Fifthly: That the Disciplinary Committee, upon reaching a decision following a hearing shall forthwith give written notification of its decision to the member concerned and inform the member of his right of appeal.

18.7.2 In any case where a recommendation has been made by the Disciplinary Committee to expel a member, the Executive shall, at its next regular meeting or at an earlier special meeting called for that purpose, consider the recommendation, and the evidence in relation thereto, as it affects the interests of the general body of members, and either:

- (a) Confirm the expulsion; or,
- (b) Substitute a penalty of suspension of the membership of the member concerned for any period not exceeding 12 months; or,
- (c) Allow the membership of the member concerned to stand.

18.7.3 In any case where a member has been expelled from the Club, the Executive may fix a time, being not less than two (2) years, after which time the former member may re-apply for membership. If no such period is fixed the former member may re-apply for membership after the expiry of two (2) years.

## 18.8 Appeals

18.8.1 There shall be no appeal against any decision by the Executive to confirm any recommendation by the Disciplinary Committee to expel a member.

18.8.2.1 In any case where the Disciplinary Committee has exercised any of its disciplinary powers other than to reprimand a member in respect of any member under this Rule, that member may, not later than 14 days after the date of the notification by the Disciplinary Committee the member concerned of its decision, appeal in writing to the Executive against such decision to or against any penalty imposed.

18.8.2.2 Where any such appeal is made to the Executive as aforesaid, the Executive may confirm or vary or reverse the decision, to which the appeal relates, and may in addition make such order as to the payment of costs of the appeal as it thinks fit.

18.8.2.3 Every such appeal shall be by way of re-hearing; but, unless the Executive otherwise directs, on any such re-hearing it shall not be permissible to recall witnesses who gave evidence before the Disciplinary Committee or to call other witnesses.

18.8.2.4 Except as expressly provided in Rule 18.8.2.3 the provisions of Rule 18.5 as to hearings by the Disciplinary Committee shall apply, so far as they may be applicable and with only the necessary modifications, to the hearing of appeals by the Executive.

## 18.9 Miscellaneous Matters Relating to Discipline

18.9.1 No member deemed guilty of any offence against these Rules shall escape the consequences of his action by reason only of any technical defect in form or proceeding.

18.9.2 This Rule shall not derogate from:-

- (a) The general or particular powers and authority vested in the CFI by statutory Regulation or by any By-Law or Regulation made under Rule 14, including his right to impose upon any member any prohibition against flying for breach of any such statutory Regulation or By-Law or Regulation made pursuant to Rule 14; or,
- (b) The powers vested in the Bar Manager(s) by statute or by any By-Law or Regulation made under Rule 14; or,

- (c) The right of the Chief Executive to take such reasonable steps as may be considered by him to be necessary in the execution of his duty to protect the property of the Club and/or to protect the interests of the Club and its members and such other persons as may from time to time be in or upon the Club's premises.
- 18.9.3 All prohibitions made by the CFI against any member flying shall be reported by the CFI to the Disciplinary Committee and to the Executive.
- 18.9.4 All prohibitions made against any member flying, regardless of the period thereof, and whether made by the Disciplinary Committee or the CFI, shall forthwith, upon being made, be notified in writing by the Secretary to the Secretary of the RNZAC.
- 18.9.5 When any member of the Club is expelled, notification of that expulsion, together with a summary of the reasons therefore, shall forthwith be sent by the Secretary to the Secretary of the RNZAC.
- 18.9.6 Details of all proceedings of the Disciplinary Committee in relation to any member shall be retained in the Club's records and be available to the Disciplinary Committee at any time within a period of 7 years following the proceedings.

**19. DATE OF COMING INTO FORCE**

- 19.1 This constitution shall come into operation on the **22nd day of JULY 2010**, from which date all previous versions of the constitution and/or amendments to prior versions of the constitution shall be repealed and cease to have effect.
- 19.2 The foregoing constitution was adopted by resolution of not less than three fourths of the votes cast of members present at a Special General Meeting of the Club held on **21st day of JULY 2010**.

.....

**PRESIDENT**  
CHRIS HOFFMAN

.....

**PRESIDENT ELECT**  
JASON HENRY