

**CONSTITUTION**

**STONEFIELD AVIATION ASSOCIATION INC.**

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## **1 NAME**

The name of the Association is the “Stonefield Aviation Association Inc.”

## **2 DEFINITIONS**

2.1 In this Constitution and in all rules made hereunder, the following terms have the following meanings;

“The Act” means the Associations Incorporation Act 1985.

“Association” means this association.

“Association’s Aviation Facility” means an Aviation Facility owned or operated by the Association.

“Aviation Facility” means any aircraft, airfield, hangar, launching device, signalling device (including a radio), tool, workshop or other thing directly or indirectly related to the operation, possession, ownership or use of an aircraft.

“Aviation Operations Officer” means the Aviation Operations Officer appointed pursuant to clause 8.1.

“Board” means the board of management of the Association as provided for in clause 6.

“Board Member” means a member of the Board appointed in accordance with clause 6.2.

“Civil Aviation Legislation” means the Civil Aviation Act, Civil Aviation Regulations and the Civil Aviation Orders as amended.

“Civil Aviation Delegate” means a corporate body:

- (a) That exercises delegated authority pursuant to the Civil Aviation Legislation, or
  - (b) Whose members are exempt from one or more provisions of the Civil Aviation Legislation subject to complying with the rules of the corporate body,
- and includes the GFA.

“Club Member” means a member of a member of the Association.

“General Meeting” means an Annual General Meeting or General Meeting of the Association convened in accordance with clause 11.

“GFA” means the Gliding Federation of Australia Inc.

“Membership Rights” means:

- (a) All of an SAA Member’s membership rights (other than the right to appoint Board Members or participate in a distribution upon a winding up of the Association); and
- (b) Permission for it and its Club Members to use the Association’s Aviation Facilities.

“Officer” means a person as provided for in clause 7.

“Operations Panel” means a committee established pursuant to clause 9.1.

“SAA Member” means a member of the Association.

“Writing” includes information stored in a permanent or semi-permanent electronic form and includes email.

- 2.2 In this Constitution, a reference to a person includes a corporation and partnership and vice versa.

### **3 OBJECTS**

The objects of the Association are:

- 3.1 To promote and foster gliding and soaring, particularly winch launched gliding;
- 3.2 To provide airfields and related facilities to SAA Members and Club Members;
- 3.3 To promote and foster sporting aviation;
- 3.4 To promote and foster all other forms of aviation; and
- 3.5 To provide an airfield and related facilities to the residents and ratepayers of the Mid-Murray Council.

### **4 POWERS**

The Association shall have all the powers conferred by Section 25 of the Act.

### **5 MEMBERS**

- 5.1 The initial SAA Members shall be:
  - 5.1.1 The Barossa Valley Gliding Club Inc., and
  - 5.1.2 The Adelaide University Gliding Club Inc.
- 5.2 A corporation may become an SAA Member if:
  - 5.2.1 The corporation has objects that include, or are similar to, one or more of the objects of the Association;
  - 5.2.2 The corporation makes written application in such form as the Board determines;
  - 5.2.3 The corporation pays such fees at such times as the Board determines,
  - 5.2.4 The Board approves the application; and
  - 5.2.5 All SAA Members consent in writing to the corporation becoming an SAA Member.
- 5.3 All SAA Members shall have the same membership rights, obligations and privileges.
- 5.4 The Membership Fees (including entrance fees, facility usage fees, annual fees and all other types of fees) shall be determined by the Board and shall be paid by

SAA Members in such manner and at such times as determined by the Board.

- 5.5 An SAA Member may resign from membership of the Association by giving written notice to the Secretary. Any SAA Member so resigning shall be liable for any outstanding fees and charges, including Membership Fees, which may be recovered as a debt due to the Association.
- 5.6 An SAA Member cannot be expelled.
- 5.7 An SAA Member's Membership Rights may be suspended if the SAA Member fails to pay any money (including Membership Fees) due to the Association and such breach continues for 30 days after notice to remedy such breach is given to the SAA Member by the Association. The suspension will cease:
- 5.7.1 upon payment of all money due by the SAA Member to the Association, or
- 5.7.2 When determined by the Board,
- whichever is the earlier.

## **6 THE BOARD**

### **6.1 Powers and Duties**

- 6.1.1 The Association shall be managed and controlled by the Board which, in addition to any powers and authorities conferred by the Constitution, may exercise all such powers and do all such things as are within the Objects of the Association.
- 6.1.2 The Board has the management and control of the funds and other property of the Association.
- 6.1.3 The Board has authority to interpret the meaning of this Constitution and any other matter relating to the affairs of the Association on which this Constitution is silent.
- 6.1.4 The Board may set such fees, including airfield levies, flying fees, insurance levies, affiliation fees and launch fees, as it may determine and SAA Members shall pay the same.

### **6.2 Appointment of Board**

- 6.2.1 The Board shall consist of not less than 6 Board Members who shall be natural persons.
- 6.2.2 Each SAA Member shall appoint an equal number of Board Members as follows:
- (a) If there are 2 SAA Members, then each SAA Member shall appoint 3 Board Members.
- (b) If there more than 2 SAA Members but less than 6 SAA Members, then each SAA Member shall appoint to 2 Board Members.
- (c) If there are more than 6 SAA Members, then each shall appoint 1 Board Member.

- 6.2.3 Upon the application of not less than half the Board Members appointed pursuant to clause 6.2.2, an additional Board Member shall be appointed by:
- (a) The President of the South Australian Gliding Association Inc.; or
  - (b) In the event that the President of the South Australian Gliding Association Inc fails to appoint a person within 14 days of being so requested, by the President of the Gliding Federation of Australia Inc.
- 6.2.4 A Board Member appointed pursuant to clause 6.2.3 shall hold office until a majority of the Board resolve that he no longer be a Board Member.
- 6.2.5 An SAA Member may remove a Board Member appointed by it and appoint a replacement at any time.
- 6.2.6 An SAA Member may appoint an alternate Board Member who may take the place of a Board Member appointed by the SAA Member in the event that the Board Member is unable to act as a Board Member or fails to attend a meeting of the Board.
- 6.3 Proceedings of the Board
- 6.3.1 The Board shall meet together for the dispatch of business at least once every three months. A Board meeting may be convened by:
- (a) A majority of Board Members,
  - (b) A resolution of the Board,
  - (c) The Secretary, or
  - (d) A majority of the SAA Members.
- 6.3.2 Questions arising at any meeting of the Board shall be decided by a majority of votes of those Board Members present.
- 6.3.3 A quorum for a meeting of the Board shall be half its number.
- 6.3.4 A Board Member may attend a Board Meeting electronically.
- 6.3.5 A resolution in writing to which a majority of the Board have consented in writing shall be a valid resolution of the Board.
- 6.3.6 A Board Member having direct or indirect pecuniary interest in a contract or proposed contract with the Association must disclose the nature and extent of that interest to the Board as required by the Act and shall not vote with respect to that contract or proposed contract. The Board Member must disclose the nature and extent of his or her interest in the contract at the next Annual General Meeting of the Association.
- 6.4 The office of a Board Member shall become vacant if a Board Member is:
- 6.4.1 Disqualified from being a Board Member by the Act;
  - 6.4.2 Permanently incapacitated by ill health;

6.4.3 Absent without apology from more than 3 meetings in a financial year; or

6.4.4 Ceases to be a Club Member of the SAA Member who appointed them.

6.5 A Board Member may resign by notice in writing to the Secretary.

## **7 OFFICERS**

7.1 Officers of the Association are:

7.1.1 The Board Members,

7.1.2 A Secretary,

7.1.3 A Public Officer as required by the Act,

7.1.4 A Treasurer,

7.1.5 An Aviation Operations Officer, and

7.1.6 Such other officers as determined by the Board.

7.2 Officers must be:

7.2.1 Club Members and

7.2.2 Natural persons.

7.3 Officers shall cease to be an Officer if they cease to be a Club Member.

7.4 All Officers, other than the Board Members, are appointed by the Board and may be removed by the Board.

7.5 Only Board Members may be appointed as the Secretary or the Treasurer.

7.6 The Aviation Operations Officer must be a chief flying instructor, or similar, of an SAA Member.

7.7 An Officer may resign by notice in writing to the Secretary.

7.8 The Officers shall have such powers and duties as are conferred upon them by this Constitution or by the Board.

## **8 AVIATION OPERATIONS OFFICER**

8.1 The Board may appoint an Aviation Operations Officer.

8.2 The Aviation Operations Officer is responsible for monitoring:

8.2.1 The safe maintenance and operation of the Association's Aviation Facilities,

8.2.2 The compliance by:

(a) SAA Members,

(b) Club Members, and

(c) Persons using the Aviation's Aviation Facilities

with:

- (d) The Civil Aviation Legislation,
  - (e) The Aviation Rules, and
  - (f) Any rules, regulations, bylaws or procedures of any Civil Aviation Delegate that apply to the SAA Member, Club Member or such person.
- 8.3 The Aviation Operations Officer shall have such other powers and duties, including the power to make Aviation Rules, as may be given to the Aviation Operations Officer by the Board.
- 8.4 The Aviation Operations Officer may delegate any of his duties or powers, including powers or duties delegated to him by the Board, upon such terms as he deems fit to:
- 8.4.1 An Operations Panel;
  - 8.4.2 A member of an Operations Panel;
  - 8.4.3 The Chief Flying Instructor, or equivalent, of an SAA Member; or
  - 8.4.4 A member of the instructors' panel, or equivalent, of an SAA Member.

## **9 OPERATIONS PANELS**

- 9.1 The Aviation Operations Officer may establish one or more Operations Panels, appoint natural persons to the Operations Panels and determine the duties and responsibilities of the Operations Panels.
- 9.2 Different Operations Panels with different membership and responsibilities may be created for different aviation sports or aviation sectors.
- 9.3 The Operations Panels shall advise the Aviation Operations Officer on matters touching upon the Aviation Operations Officer's duties and the exercise of the Aviation Operations Officer's powers.

## **10 AVIATION RULES**

- 10.1 The Board may make regulations governing the aviation activities and/or use of Aviation Facilities by SAA Members and/or Club Members ("Aviation Rules")
- 10.2 The Aviation Rules shall not be inconsistent with any rules, regulations, bylaws or procedures of any Civil Aviation Delegate that apply to the SAA Member or Club Member as the case may be.
- 10.3 An SAA Member's Membership Rights may be suspended by the Board if:
- 10.3.1 The SAA Member is in breach of the Aviation Rules or Civil Aviation Legislation, or
  - 10.3.2 One or more of the SAA Member's Club Members is in breach of the Aviation Rules or Civil Aviation Legislation; and
  - 10.3.3 If the breach poses a serious and immediate threat of bodily injury or damage to property, immediately with or without notice to the SAA



Member; or

- 10.3.4 If the breach does not pose a serious and immediate threat of bodily injury or damage to property, such breach has continued after 14 days notice to remedy such breach has been given to the SAA Member by the Association.
- 10.4 If the breach is a breach by a Club Member, the SAA Member may remedy such breach by expelling the Club Member or suspending the Club Member's right to use Aviation Facilities.
- 10.5 The powers of the Board pursuant to clause 10.3 may be delegated by it to the Aviation Operations Officer, an Operations Panel and/or the members of an Operations Panel.
- 10.6 An SAA Member may appeal to the Board against any suspension. The Board shall hear such an appeal within 14 days of the SAA Member giving notice of such appeal to the Secretary. Any such appeal shall be dealt with in accordance with the principles of natural justice. On an appeal, if the Board does not confirm the suspension then the suspension shall cease.
- 10.7 The suspension shall continue for such period as the Board determines.

## **11 GENERAL MEETINGS**

- 11.1 The Board shall call an Annual General Meeting in accordance with the Act and this Constitution.
- 11.2 The Annual General Meeting shall be held within 6 months after the end of the financial year.
- 11.3 The Board may call General Meetings of the Association.
- 11.4 The order of business at the Annual General Meeting shall be:
- 11.4.1 The confirmation of the minutes of the previous Annual General Meeting;
  - 11.4.2 The consideration of the accounts and reports of the Board; and
  - 11.4.3 Any other business requiring consideration by the Association in General Meeting.
- 11.5 At least 14 days notice of a General Meeting shall be given to SAA Members. The notice shall set out where and when the meeting will be held and particulars of the nature and order of the business to be transacted at the meeting.
- 11.6 Only Board Members shall have a vote at a General Meeting.
- 11.7 Club Members may attend a General Meeting and ask questions of the Board and Officers but have no right to vote.

## **12 THE SEAL**

- 12.1 The Association shall have a common seal upon which its corporate name shall appear in legible characters.

- 12.2 The seal shall not be used without express authorisation of the Board. Every use of the seal shall be recorded in the minutes of the next Board meeting. The affixing of the seal shall be witnessed by two Board Members appointed by the Board for that purpose.

### **13 MINUTES**

- 13.1 Proper minutes of all proceedings of the Annual General Meetings, General Meetings and meetings of the Board shall be prepared, and a copy held, by the Secretary or any other Board Member assigned responsibility for the Association's records by the Board.
- 13.2 The minutes kept pursuant to this rule must be confirmed by the SAA Members or the Board Members (as relevant) at a subsequent meeting.
- 13.3 The minutes kept pursuant to this rule shall be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting at which the minutes are confirmed.
- 13.4 Where minutes are entered and signed they shall, until the contrary is proved, be evidence that:
- 13.4.1 The meeting was convened and duly held,
  - 13.4.2 All proceedings held at the meeting were duly and properly held, and
  - 13.4.3 All appointments made at a meeting were valid.

### **14 NOTICES**

- 14.1 Any notice required to be given by the Association to any SAA Member may be given by serving the SAA Member with the notice personally, by sending it by post to the address appearing in the register of SAA Members, or by email to the email address of the SAA Member appearing in the register of SAA Members.
- 14.2 Where a notice is sent by post:
- 14.2.1 The service is effected by properly addressing, prepaying and posting a letter or packet containing the notice; and
  - 14.2.2 Service will be taken to have been effected at the time at which the letter or packet would be delivered in the ordinary course of post.
- 14.3 Where a notice is sent by email service will be taken to have been effected at the time that the email is received by the SAA Member's email server.

### **15 FINANCIAL YEAR**

The financial year of the Association shall be a period of 12 months commencing on 1 January and ending on 31 December of each year.

### **16 ACCOUNTS**

- 16.1 The Association shall keep and retain such accounting records as are necessary to correctly record and explain the financial transactions and financial position of the

Association in accordance with the Act.

- 16.2 The accounts may be inspected at any time on reasonable notice by a Board Member or a person appointed by an SAA Member.
- 16.3 A minimum of two Board Members specifically appointed by the Board for the purpose shall jointly sign any documents on the banking accounts of the Association.
- 16.4 Electronic Banking Accounts
- 16.4.1 The Board may operate an electronic banking account where funds are withdrawn and/or transferred out of the account by means of a username, password, personal identification number or similar("Electronic Withdrawals").
- 16.4.2 Notwithstanding sub-clause 16.3, the Board may authorise one or more Board Members to solely make Electronic Withdrawals.
- 16.4.3 The Board shall arrange with any financial institution providing an electronic banking account to impose controls on the electronic banking account to limit the possibility of unauthorised transactions.
- 16.5 Any person who makes a withdrawal or transfer from a banking account shall forthwith inform the Treasurer of the date, amount, payee, reason and transaction number of the withdrawal.

## **17 PROHIBITION AGAINST SECURING PROFITS FOR MEMBERS**

The income and capital of the Association shall be applied exclusively to the promotion of its objects and no portion shall be paid or distributed directly or indirectly to SAA Members, Club Members or their associates except as a bona fide remuneration of an SAA Member or Club Member for services rendered or expenses incurred on behalf of the Association.

## **18 WINDING UP**

The Association may be wound up in the manner provided for in the Act.

## **19 APPLICATION OF SURPLUS ASSETS**

If after the winding up of the Association there remain "surplus assets" as defined in the Act, such surplus assets shall be distributed as follows:

- 19.1 Subject to obtaining consent as required by section 43 (1a) of the Act, equally among the SAA Members; or
- 19.2 If such consent is not obtained, to any organization which has:
- 19.2.1 similar objects to the Association;
- 19.2.2 rules which prohibit the distribution of its assets and income to members; and
- 19.2.3 been identified and determined by the Board.

**20 AMENDMENT TO CONSTITUTION**

This Constitution may be altered (including alteration to the Association's name) by agreement in writing of all of the SAA Members. This includes rescision or replacement by substitute provisions.

**21 MEMBERS BOUND BY CONSTITUTION**

This Constitution shall bind the Association and every SAA Member to the same extent as if they had respectively signed and sealed it and agreed to be bound by all of its provisions.