



Ballito Radio Control (BRCC) Constitution

Date – 07/01/2017

ITEMS	CONTENTS	PAGE
1	Name of BRCC	1
2	Objectives of the BRCC	1
3	Flying Site	2
4	Legal Status	2
5	Powers of the BRCC	2
6	Business Gain	3
7	Members	3
8	Membership	3
9	Fees and membership	3
10	Cessation of Membership	3
11	Application for Membership	4
12	Visitors	4
13	Voting	4
14	The Committee	5
15	Responsibility of Members	7
16	Special General and BRCC Meetings	7

I. NAME

Ballito Radio Control (BRCC). Herein after referred to as “BRCC”

2. OBJECTIVES

The objectives of the BRCC are:

- To provide members of the BRCC with a safe and happy venue to indulge in their model

building and flying hobby and to participate, if they so wish, in the sporting disciplines available without interference or inconvenience.

b. To promote good fellowship between members of the BRCC and other Clubs both in the country and abroad.

c. To promote the construction and flying of all forms of model aircraft and to foster, advance and protect all persons engaged therein.

d. To co-operate or affiliate with any association or body similar to the BRCC in order to carry out any objectives which shall appear to be of mutual advantage.

3. FLYING SITE

At present the flying site is situated on the farm owned by the Robert Family Trust on the eastern side of the N2 before the Ballito off ramp. GPS co-ordinates - Longitude South -29.528784 Latitude East 31.192011

4. LEGAL STATUS

The BRCC shall:

a. Be an autonomous legal personality.

b. Be able to accept liability, furnish security, enter into agreements and, in essence, acquire all such faculties and powers as may be bestowed by law upon a full legal person.

c. Have the right of appearance in a lawsuit, which shall entail the right to sue or be sued in its own name.

d. Be responsible, as a whole, for legal liabilities. These are not the responsibility of the Committee or an individual member. No decision may be taken on a legal matter without the full backing of the members. After full exposure to all the facts at a Special General Meeting, herein after referred to as 'Special Meeting', a decision will be taken through a 65% majority vote by members present and entitled to vote.

5. POWERS OF THE BRCC

For the furtherance of its principal objectives, the BRCC shall have the power:

a. To open and operate banking, building society and other accounts.

b. To draw, make or accept, endorse, negotiate and execute cheques, promissory notes, bills of exchange and other negotiable instruments.

c. To invest or employ in such a manner, as the BRCC shall deem fit, such funds, which are not immediately required by the BRCC.

d. To lend money or other assets to such persons on such terms and conditions as the BRCC may deem fit.

e. To borrow or raise money.

f. To secure the payment of money for the performance of any obligation of the BRCC in such a manner as the BRCC shall deem fit.

g. To collect, canvass for and accept donations, bequests, endowments and benefits of any nature or kind from any person, firm or corporation or from any source whatsoever.

h. To purchase, take on lease or, in exchange, hire or otherwise acquire any movable or immovable property, corporeal or incorporeal. Rights or privileges in the name of the BRCC shall be held separately from any

property, be it movable or immovable, which its members may possess in their own names.

i. To improve, develop, manage, sell, lease, exchange, donate, sub-divide, consolidate, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the BRCC.

j. To appoint Sub-Committees to investigate, report on and promote matters referred to them, and to revoke any such appointment.

k. To appoint or dismiss any officials, consultants, agents and employees and to determine and pay their remuneration.

l. To conduct any lawful business solely for the furtherance of the objectives of the BRCC.

m. To make rules and by-laws consistent with the provisions of this Constitution.

n. To take such disciplinary action against a member as may be considered desirable in the interests of the BRCC.

o. To generally do all such acts and things as are incidental to the attainment of the BRCC's objectives.

p. To co-operate or affiliate with any association or body having objectives similar to those of this BRCC in order to carry out any objectives which shall appear to be of mutual advantage.

q. Determine the subscriptions to be paid by the members and after approval by the members at the AGM, collect the fees.

r. To enforce the Rules, Safety Rules and Bylaws adopted by the BRCC.

6. FINANCIAL GAIN

a. The BRCC is not formed for gain, and all income received shall be applied solely towards the promotion of the objectives of the BRCC.

b. No member or group of individuals may use the BRCC, the BRCC's name or BRCC premises for any business activities, which is for the purpose of personal, group or corporate financial gain without the agreement of the members and the written permission of the committee.

c. All donations, bequests and schemes to raise money within the BRCC, for whatever purpose, shall be agreed by the members and shall be with the written permission of the Committee.

7. MEMBERS

a. All members have equal rights and privileges.

b. All membership is subject to valid SAMAA Membership.

c. All members shall abide by the BRCC Constitution, the BRCC Rules, Regulations, Appendices and the SAMAA Rules and Regulations.

8. MEMBERSHIP

- a. The BRCC Membership will be limited to 70 (Seventy) members. This number will exclude Honorary Members.
- b. Membership renewal is subject to confirmation of annual subs and proof of up to date SAMAA membership.
- c. The BRCC will consist of Adult (18 years & older), Junior (Under 18 years) and Honorary members.

9. FEES AND MEMBERSHIP

- a. The BRCC Membership year shall be from the 1st March of the current year to the 28th February of the following year. Payment is due on 1st March of the current year.
- b. An invoice reminder will be sent to each member to his last known email address by no later than the 30th January of each year. The last day for payment of membership fees is 31st March of that year. After 31st March, members who have not paid by this date will cease to be members. They may, at the BRCC discretion, be allowed to re-join but at the Committee's discretion and may be required to pay a re-joining fee as well as the annual fee before being reinstated. They will not be issued with a new key to the airfield until all dues are paid in full. The lock to the airfield is changed annually on the 31st March.
- c. Membership fees: An annual fee will be agreed and confirmed at the Annual General Meeting. Should a new fee not be agreed at the AGM, the new fee shall be set, so as not to exceed the previous year's fee, plus a maximum of ten percent. The joining fee and the re-joining fee will also be confirmed at this meeting. Fees shall be determined for persons belonging to the categories of Adult and Junior members.
- d. A reduced fee will be levied in respect of new members joining the BRCC after August of the financial year.
- e. For new members applying for membership a one-off joining fee will be charged.
- f. An electronic "E-Membership Card", in the form of a jpeg image, will be sent annually to each member of the BRCC. This "E-Membership Card" will have the members name, a unique BRCC number, SAMAA number, proficiency rating, and expiry date of membership. The "E-Membership Card" will be sent to the member after payment of the annual fee and this "E-Membership Card" must be stored on your phone as proof of membership should it be required.
- g. "E-Membership Card" will only be issued to new members after the joining and annual fees have been fully paid and the conditions of Clause 11 of this Constitution have been fulfilled.
- h. Should additional funds be required at any time, these funds will be raised by means of a levy. This must be approved by a 65% majority of members at a Special Meeting called for the purpose. Prior to the Special Meeting the reasons for the proposed levy, as well as all supporting and substantiating documentation, shall be sent to all members in accordance with the Constitution Clause 14B (e). If the levy is approved, it will be invoiced and posted to the members. Payment shall be made within 60 (sixty) days of the posting.

10. CESSATION OF MEMBERSHIP

Membership of the BRCC shall cease on the happening of any of the following events:

- a. Failure to pay subscriptions within 30 (thirty) days after the due date (i.e. by the 31st March of the current year).
- b. Upon receipt of written resignation.
- c. Upon membership being terminated in terms of this Constitution.

In case of cessation of membership for any of the reasons listed above, such a former member shall forfeit to the BRCC all fees paid to it by him and he will further forfeit rights as follows:

1. Member will be barred from flying at the BRCC.
2. Member will not be permitted to bring visitors to fly or use any of the BRCC facilities.
3. Future membership may be denied to him.
4. Member will lose his voting rights and may not attend BRCC meetings.

11. APPLICATION FOR MEMBERSHIP

Any person wishing to join the BRCC shall:

- a. Have a valid, current SAMAA Membership Card. (Proof required on application)
- b. Complete the BRCC's application form and submit this form, together with a signed copy of the BRCC Rules and Regulations, a copy of a valid SAMAA membership card and the joining fee and annual fee, to the email address provided on the Membership form.
- c. The applicant will be requested to attend the next BRCC Meeting, where he will be introduced to the BRCC Members present.
- d. Membership will be granted immediately after the application for membership has been.
- f. In case of any application being rejected, monies paid by the applicant, less an amount to be determined for costs and the use of the field, will be refunded to the applicant. The Committee may reject the application without assigning any reason therefore.

12. VISITORS

Visitors are welcome to make use of the BRCC facilities provided they abide by and comply with the following conditions:

- (1) No visitor may abuse or misuse this offer.
- (2) No visitor is to fly unattended at the BRCC airfield.
- (3) No visitor is to fly on more than three occasions in a year at the BRCC without having filled out a membership application forms and paid their full fees.
- (4) All visitors will pay a landing fee.
- (5) All visitors will prove on request to the safety officer that they are a SAMAA member and demonstrate that they are a competent flyer.
- (6) All visitors will abide by the BRCC rules and regulations the SAMAA Safety Code in all respects.
- (7) If they cannot fly or are learning to fly the visitors must be accompanied by a BRCC instructor or a member who has a SAMAA certified proficiency rate of silver or above.
- (8) All visitors will be responsible and liable for any and all costs incurred as a result of their flying at the BRCC airfield.
- (9) BRCC members who bring visitors shall be responsible for the conduct of their guests.
- (10) Landing fees will be agreed annually at the AGM.

Visiting SIGs or Competition Groups

Any visitor from a SIG group competing in a competition at the BRCC airfield will obey and comply with the BRCC Rule and Regulations as well as the SAMAA and SIG Safety Rules. Unless otherwise agreed to in writing with the BRCC committee. These visitors will be exempt from paying landing fees.

13. VOTING

- a. Every paid up member of the BRCC and SAMAA shall be entitled to attend and vote at any Annual General Meeting, Special Meeting or BRCC Meeting on BRCC matters provided the member is not in arrears with any payment due to the BRCC or SAMAA or does not qualify with conditions set out below.
- b. Adult, Senior, Junior and Honorary members shall have one vote. There shall be no proxy voting.
- c. The Chairman or Acting Chairman shall, at all meetings, have a casting vote as well as a deliberate vote. The casting vote may only be used in the case of a hung Committee.
- d. All Committee Members will have one vote.
- e. Votes shall generally be counted by a show of hands but the Chairman has the right to call for a secret vote (ballot) if the issue at stake is of such a nature as to require this.
- f. The secret vote will be in the form of a pre-prepared voting form, which clearly sets out the voting objectives.
- g. The issue of, and counting of, these votes will be open to scrutiny by randomly selected members of the BRCC.

14. THE COMMITTEE

A) The Role and Formation of the Committee

The role of the Committee is to represent the members and to ensure that the aims and objectives of the BRCC are achieved and upheld. To achieve this, a Committee shall be elected and duly empowered. The formation, duties and powers of a Committee and its interfacing with BRCC Members, will be as follows:

1. The Committee shall comprise of a Chairman, Vice Chairman, Treasurer, Secretary and Safety Officer.
2. The above Committee shall be nominated at the Annual General Meeting and voted into positions by the members.
3. All members must reside within a reasonable commuting distance from each other.

B) The Annual General Meeting (*Herein after referred to as AGM*)

- a. This event will take place once a year at a venue and date to be decided by the Committee.
- b. The venue should be available to a majority of the BRCC Members. Only legitimate BRCC Members who satisfy the criteria laid down in clause 9(k) and 9(l), and fulfil the voting requirements set out in clause 13 of this Constitution and have a valid BRCC and SAMAA Membership Card may attend this meeting.
- c. Visitors, with the Committee's permission, may attend but not participate in the AGM. Notice of a AGM (or a Special Meeting) shall be sent, at least 21 days before meetings, to each member of the BRCC at his last known email address. It will give the date, time and venue and a detailed Agenda, stating matters to be

discussed and any resolutions to be taken at the meeting.

d. At the AGM (or Special Meeting) the BRCC will not require a quorum, therefore if you want a say, attend the meeting or email your say to the club chairman.

e. The Chairman of the BRCC shall be the Chairman of the Meeting and in the event of his absence, the Vice-Chairman will act in his stead and should both be absent, the meeting shall appoint a Chairman.

f. The Chairman of the Meeting and all Office Bearers shall remain in office until the conclusion of the AGM Meeting.

g. At the AGM, the members shall elect the Committee for the current year.

To be eligible to serve in the Committee the member must comply with the following conditions:

(1) Only BRCC Members who are fully paid up members of the BRCC and SAMAA may stand for election for the committee.

(2) The maximum consecutive term in office for a committee member shall be 3 (three) years with a minimum clear break of 2 (two) years before re-election.

h. The outgoing Committee shall retire from office after a new Committee has been elected at the AGM, but members of the outgoing Committee shall be entitled to re-election.

i. A Junior Member shall not be entitled to nominate a member to serve on the Committee nor shall he be eligible to serve on the Committee.

j. Changes to the Constitution may take place at an AGM or Special Meeting after obtaining a 65% majority vote by members present and entitled to vote. This may be done via email/forum if necessary.

k. Decisions at the AGM and Special Meetings will be taken by a majority vote or members present at the meeting.

C) Committee Meeting

Committee Meetings shall be held quarterly, unless more frequent meetings are required, to discuss problems and progress on matters arising out of the AGM, ordinary or Special Meetings or to discuss other matters related to BRCC affairs. Adequate notice and reasons for the additional meetings must be given. Any BRCC member who wishes to present a proposal, on behalf of the members to the Committee, may attend a Committee Meeting after giving 24 hours prior notice to the Secretary.

D) Duties and Powers of the Committee

a. The Committee shall have full power and responsibility to manage all the business, legal affairs and finances of the BRCC and shall in all things act for, and in the name of, the BRCC and shall give effect to the provisions of this Constitution and of the BRCC and shall apply itself to the attainment and advancement of the objectives of the BRCC.

b. The Committee shall have the right to co-opt a member or members of the BRCC onto the Committee, for the purpose of a special task or investigation. Co-opted members have no vote on the Committee. On completion of the above, the co-opted member will resume his old status.

c. The Committee shall be empowered to appoint the Sub-Committees to investigate, research, organize or control activities on behalf of the Committee. After the feedback, the Sub-Committee may be dissolved.

d. Members of such Sub-Committees need not be members of the Committee.

e. Four members present shall form a quorum at any Committee Meeting.

- i) All decisions on BRCC matters will be made by the Committee
- ii) If consensus cannot be reached by the Committee on any matter, a vote will be taken. A majority vote will be 4 (four) votes.

f. The Committee is authorized to spend money from the approved BRCC Budget in order to carry out its duties. Members will be informed of all actions taken by the Committee at the following BRCC or Special Meeting.

g. The Committee will ensure that an adequate balance be held in the BRCC bank account at all times.

h. Full minutes of all business transacted by the Committee shall be minuted and copies of all minutes are to be emailed to Members within 21 (twenty-one) days. Copies of these minutes will be available on request to all BRCC Members.

i. If more than half the members of the Committee resign, the remaining members shall forthwith call a Special Meeting of the BRCC, to discuss the reasons for the resignations, and to elect a new Committee.

j. In the event of the Chairman ceasing to be a member of the BRCC, the Vice-Chairman shall assume the office of the Chairman until the earliest date that a Special Meeting can be convened to re-elect a Chairman.

- k.
 - 1) In the event of any Committee Member failing to attend 3 (three) consecutive meetings without good reason, he shall ipso facto cease to be a member of the Committee whereupon a new member will be elected at the following quarterly meeting.
 - 2) If a position becomes vacant on the Committee (other than that of Chairperson) during the year.

l. The Committee shall ensure, either directly or by delegation, that arrangements are made for all types of model aircraft to be flown (subject to the restrictions of the flying site).

m. BRCC events and outside events will be held for those categories of model aircraft which are reasonably represented, and these events will, where possible, only occupy one day of any weekend and will not be arranged on consecutive weekends. The maximum number of events shall be limited to 14 (fourteen) days per year.

n. The Committee will, nevertheless, ensure that preferences are given to BRCC Members for the use of the flying field.

o. The Committee, through the Chairman or a delegated Committee member, shall have the power to impose a fine or suspend or cancel a member's membership for breach of the BRCC Constitution, BRCC Rules and Regulations and the Appendices or for doing, or saying, things which will harm the good name of the BRCC and bring the BRCC into disrepute or for acting without authority or written permission on any matter which could affect the BRCC or the members.

p. The Chairman or Secretary shall send notice of suspension of membership to the member concerned at his last known email address (after the proceedings per clause 19 have been followed).

q. The Committee shall ensure that the lease/use of the property agreement with the owner is honoured and that every attempt is made to ensure the continued availability and use of the existing flying field.

r. The Committee has a prime objective in trying to ensure the safety of the members at the flying field. To achieve this objective it is their duty to enforce the BRCC Rules, Safety Rules, Regulations and SAMAA Rules with the help of all members.

Where shortcomings are found, they will introduce interim rules in the form of bulletins (see clause 26) which will be emailed to all members.

s. The Committee shall not be held responsible for consequences arising from: -

- _ Shortcomings in the BRCC Regulations

- _ A breach of the BRCC Rules and Regulations by a member or visitor
- _ The reluctance of members to obey or assist in enforcing the BRCC Rules and Regulations
- _ Acts of vandalism, abuse or aggression to the members
- _ For any theft, hijacking or loss of property from the member's cars or from the BRCC premises.
- _ For injury or death of a member or spectator

But it is the Committee's duty to immediately do everything reasonable to address and resolve the problem and put in place such measures as are necessary to minimize, and if possible eliminate the reoccurrence of such an event.

u. The Committee will discuss any written complaint received from members and will ensure that the complaint, dispute or grievance is handled in a mature way and in accordance with the Constitution.

v. All BRCC financials (i.e. income, accounts and banking) will be recorded and controlled by the Treasurer. Income and expenditure statements will be prepared and presented annually.

E) Conflict of Interest

A member of the Committee shall recuse himself from any debate or discussions if he has an actual or potential conflict of interest in the matter being discussed. He shall have no input or say in the debate or the conclusion of such matter.

15. RESPONSIBILITY OF MEMBERS

a. Every BRCC Member has a responsibility to the other members, and to the BRCC, to abide by the BRCC Constitution, BRCC Rules and Regulations, the Appendices, the SAMAA Constitution and Rules and the By-laws and Regulations as laid down in the relevant documents.

b. Members will be requested to assist with the BRCC safety and airfield maintenance as well as assisting the Safety.

c. Members will do everything in their power to accommodate and communicate with one another and to make their BRCC a success.

d. As safety is the key issue of the BRCC, members are responsible for bringing to the attention of the Safety Officer any breach of rules or unsafe act observed. The Safety Officer will then take the appropriate action to ensure the safety of the member or members.

e. If no Safety Officer is present, then a BRCC Member is empowered to issue a verbal, or if necessary, a written warning to the offender. The member should also try to ensure the safety of other members present. A copy of the warning must be forwarded to the main BRCC Committee.

f. Every member will ensure that his SAMAA Membership is paid and up to date.

g. No member of the BRCC shall:

1. Do anything which may harm or have the potential to harm another member's good name.
 2. Wilfully, or with intent, damage another member's property.
 3. Cause a disturbance, disruption or perform any actions that will bring the BRCC into disrepute and harm its reputation or good name.
 4. Assault, cause physical bodily harm and injury, abuse, molest or interfere with another member or his/her rights.
 5. Touch another member's property without the express permission of that member.
- Failure to observe any of the above points will lead to a Disciplinary Hearing and the imposition of a fine, suspension, recovery of cost or expulsion of the member or members involved from the BRCC.

h. Any member responsible for damaging BRCC property or assets will be liable for immediate suspension or expulsion from the BRCC.

i. No member shall enter into discussions with the landowner, make agreement or commit the BRCC in any way without the written permission of the Committee.

j. Any member who commits the BRCC to any agreement, cost or contract without authorization is liable to suspension or expulsion. As the BRCC has no insurance policy, it is the responsibility of the members to keep their property insured. The BRCC will not be liable for any losses or costs suffered by the member or members whatsoever the cause.

k. The BRCC has no medical cover so each member should have personal medical insurance.

16. SPECIAL GENERAL AND BRCC MEETINGS

A) Special General Meetings

Special General Meetings are referred to in this document as "Special Meetings".

a. Special Meetings may be called by the Committee at any time at short notice to discuss or obtain advice or approval from the members on important issues affecting the BRCC. The meeting will be called, similar to an AGM, in accordance with clause 14B(e)

b. A Special Meeting will be called, and may not be refused, if a written request (accompanied by the names and signature of fifteen (15) BRCC members in good standing) is received by the Chairman or Secretary of the Committee. The request must be in writing and state the reason and purpose of such a meeting and the required action. The process set out in clause 14B(e) will apply.

c. Decisions taken at a Special Meeting must have a quorum of 20 (twenty) full members and will comply with the AGM procedures (see clause 14 B with regard to majorities).

d. Visitors may attend meetings with the Committee's permission, but may not participate in such meetings.

B) BRCC Meetings

a. BRCC Meetings will be held at the BRCC flying field at a time and date to be emailed through the BRCC google forum.

b. A quorum at such BRCC Meetings shall be 20 (twenty) full members.

c. If a quorum is not present, a binding decision may not be taken, and the meeting will be cancelled. If two consecutive meetings fail to produce a quorum, a Special Meeting will be called and convened.

d. Decisions taken at BRCC meetings may not involve matters relating to the lease, constitutional issues, legal matters or to BRCC matters which affect the majority of the members or involve the authorization of more than R5000.00.

e. Visitors may attend meetings with the Committee's permission but may not participate in such meetings.



Chairman's Signature

Date – 24th August 2021