



EAST STAFFORDSHIRE FLYING CLUB

Membership Application



Please complete ALL fields

First Name:

Last Name:

I am paying £20 by: *Cheque/Bank Transfer

Address (inc. postcode):

Contact telephone:

Email address:

Date of birth (if under 18):

I,, being *over/under the age of 18 years apply to be accepted as a Member of the East Staffordshire Flying Club and agree to be bound by and observe the rules of the Club which can be found at www.esfc.club/club-rules.

In consideration of my being accepted as a Member of the East Staffordshire Flying Club I acknowledge that I take place in the activities of the Club entirely at my own risk and hereby indemnify the said Club, its Members and the owners and pilots of any aircraft operated under aegis of the said Club from and against any claim arising from death, injury or loss occasioned to myself of whatsoever nature and howsoever caused.

I agree to accept liability and exonerate the Club for any injury or damage to any person or property of any nature caused by my negligence, or that of any persons for whom I am responsible to reimburse the Club up to £100 per such damage is caused to Club property.

I guarantee that in the event of liquidation of the company during my membership I will pay, if necessary, an amount not exceeding £1.

East Staffordshire Flying Club will keep the details you supplied at the time of joining and any subsequent amendments, on a stand-alone computer system to help with administration. Please be assured that these details will only be used for ESFC administration purposes and will not be divulged to any other party. I understand that I can view, alter or delete data held about me at any time. More information can be found at www.esfc.club/privacy-policy.

I consent to East Staffordshire Flying Club contacting me in relation to Club matters.

Signature:

Date:

Cheques should be made payable to 'East Staffordshire Flying Club' OR
Bank transfer should be made to: HSBC Bank plc, Account No 12029405, Sort Code 40-19-15
Please return to: ESFC Membership, c/o Tatenhill Airfield, Newborough Road, Needwood, Staffs DE13 9PD
or scan and email to membership@esfc.club

* Delete as appropriate

RULES OF EAST STAFFORDSHIRE FLYING CLUB

INTRODUCTION

- 1 The Club shall be called the East Staffordshire Flying Club.
- 2 The East Staffordshire Flying Club ('the Club') is a members' club.
- 3 The aims of the Club are:-
 - a. to provide facilities for the Members of the Club to engage in flying and related activities;
 - b. to encourage and promote interest in aviation;
 - c. to provide social facilities for the Members;
- 4 The Club shall be owned and operated in accordance with these Rules (as amended from time to time).
- 5 The Club shall be non-profit making and all monies received shall be used for the benefit of the Club, its Members and its facilities

DEFINITIONS

- 6 The following words when used in these Rules shall have the particular meanings set out below:-
 - a. 'Member' means a person who at the relevant time is, in accordance with Rules 8 to 20 below, a current member of the Club.
 - b. 'the Committee' means the group of persons appointed from time to time, in accordance with Rules 23 to 31 below, to manage the Club.
 - c. An 'Authorised Officer' is a Committee Member.
- 7 Words importing the masculine gender shall include the feminine where the context so requires.

MEMBERSHIP

- 8 Application for membership will be made on the pertaining appropriate form.
- 9 The power to grant membership shall be vested in the Committee, save that:-
 - a. The spouse of a Member and all children of a Member that are under the age of 18 or are still in full time education shall be automatically granted membership as an Associate Member.
 - b. The Club Secretary or other authorised officer of the Club may grant membership as a Temporary Member to any person who is a member of a flying club that is a Corporate Member of AOPA and which offers reciprocal membership to members of other flying clubs that are Corporate Members of AOPA, provided the applicant's own flying club is more than 40 miles distant and he produces proof that he is a fully paid up, current member of that club.
- 10 Membership, other than as an Associate Member, may not be granted to any person under the age of 18 without the written consent of his parent or guardian.
- 11 Applicants for membership as Full, Associate or Temporary Member shall be made to the Committee on the forms provided by the Club. Membership may be granted provisionally by the Club Secretary or Authorised Officer but is subject to confirmation by the Committee. Except in the case of Temporary Member application, the Committee shall consider an application for membership only after the name and address of the applicant has been displayed at the Club's premises for at least 7 days. In the event that the application for membership is rejected by the Committee, the applicant shall be entitled to be repaid off of the joining fee and any Club subscription that he has paid.
- 12 By exercising any privilege of membership, a Member shall be deemed to have contracted with the Club to be bound by the Rules (as amended from time to time).
- 13 Each Member shall be issued with a membership card, which he shall sign and shall produce upon reasonable request by any member of the Committee. Upon his membership terminating, the Member shall surrender his membership card to the Secretary of the Club.
- 14 A Member's membership shall terminate:-
 - a. immediately upon the Club Secretary receiving written notice from the Member that the Member wishes to resign his membership; or
 - b. immediately upon the Member being declared bankrupt; or
 - c. upon the Committee giving written notice to the Member that the Committee has withdrawn his membership under the procedure set out in Rule 40 below; or
 - d. if his subscription is one month in arrears, but may be re-admitted on such terms as the Committee thinks fit.
- 15 Any refund or remission of the subscription of a Member whose membership has been withdrawn in respect of the unexpired part of a year shall be at the discretion of the Committee.
- 16 Each Member shall keep the Club Secretary informed of his permanent address, to which notices may be sent.

SUBSCRIPTIONS

- 17 Subscriptions shall fall due on 1st February each year.
- 18 The Committee shall fix the subscriptions payable as a joining fee by applicants for membership and as an annual subscription by Members, both of which may be varied from time to time as follows:-
 - a. The Committee shall give not less than 28 days' notice of the proposed change of any subscription by displaying a notice prominently at the Club's premises;
 - b. If, not less than 10 days before the change is due to take effect, 20% or more of those Members who are entitled to vote at a meeting of the Club give to the Club Secretary written notice of their opposition to the change, the change shall not take effect until it has been approved by the Members of the Club at a General Meeting. At such a General Meeting, an alternative variation of the subscription may be proposed and approved, whereupon it shall take effect without further reference.
- 19 Members shall promptly pay to the Club all subscriptions and other sums due from them.
- 20 New members shall not be entitled to exercise the privileges of membership until their first subscription and, where applicable, entrance fee is paid.

FACILITIES

- 21 The Club reserves the right to suspend without notice any service or facilities normally provided for Members and to refuse to provide to a particular Member any service or facilities if the Committee has reason to believe that the Member is in breach of the Rules.

LAWS AND STATUTORY REGULATIONS

- 22 At all times when on Club premises or when otherwise on the aerodrome at which the Club has its premises, Members shall obey all laws and statutory regulations including (without limitation):-
 - a. The provisions of the Civil Aviation Act 1982 and the regulations made thereunder; and
 - b. All statutes and regulations relating to the sale of alcohol on the Club's premises; 24.3 all regulations relating to the use of the aerodrome.

THE COMMITTEE

- 23 The management and control of the Club shall vest in the Committee, who shall meet not less than 3 times per year. No meeting of the Committee shall commence until at least 3 persons elected to serve on the Committee are present.
- 24 The Committee shall consist of not less than five persons nor more than twelve persons, each of whom shall be elected by Members at a General Meeting from those nominated in accordance with Rule 32.
- 25 A person who is not a Full nor Associate Member may not be elected to the Committee.
- 26 Each person elected to serve on the Committee shall resign his appointment on or before the third anniversary of his appointment but may be nominated for re-election.
- 27 Any Full or Associate Member may nominate a person to be elected to the Committee by giving written notice to the Club Secretary not less than 14 days before the Annual General Meeting. The Club Secretary shall display in the Club premises for at least 7 days before an Annual General Meeting a list of nominations for election to the Committee.
- 28 The Members entitled to vote at each Annual General Meeting shall, from those persons that have been elected to serve on the Committee, elect a Club Chairman, a Club Secretary, a Club Treasurer and such other officers as the Members shall from time to time decide. Such officers shall hold office until the next Annual General Meeting only, but they may stand for re-election.
- 29 In the event of a person resigning from the Committee or resigning as an officer of the Club, the Committee may co-opt any willing Member to act in his place, but such co-opted person shall retire at the next Annual General Meeting, at which he may stand for election.
- 30 Decisions of the Committee shall be by single majority of those persons serving on the Committee who are present.
- 31 The Committee may co-opt additional Committee Members as it thinks fit, subject to Rule 26.

GENERAL MEETINGS

- 32 An Annual General Meeting (AGM) of the Members shall be held at intervals of not more than 13 months on a date to be fixed by the Committee, who shall ensure that notification of the Annual General Meeting is given by displaying at the Club's premises during the preceding 21 days a notice giving the date, time and place of an agenda for the Annual General Meeting.
- 33 The business of the AGM shall be the approval and adoption of an annual report from the Committee, the election of the Committee, the approval and adoption of the accounts and any other business of which due notice has been given.
- 34 If two Full or Associate Members, at least one month before the AGM make a written request to the Secretary stating the motion to be proposed, then the Secretary shall give notice of this motion when convening the AGM.
- 35 An Extraordinary General Meeting (EGM) of the Members may be held at any time upon the Committee displaying at the Club's premises during the preceding 21 days details of the date, time and place of an agenda for the General Meeting. The Committee shall, if more than 40% of the Members give written notice, arrange an EGM to take place within 40 days thereof.
- 36 Proposed changes to the Rules shall be published in the same manner as proposed changes in subscriptions and shall require the approval of the Members of the Club at a General Meeting before they take effect.
- 37 Save as expressly provided otherwise, only Full and Associate Members shall be entitled to speak and vote at General Meetings.
- 38 Decisions of all General Meetings shall be by simple majority of those Members entitled to vote that are present.
- 39 The quorum for a General Meeting shall be five Full or Associate Members. If a quorum is not present, the meeting shall be adjourned for two weeks. The Secretary shall forthwith notify the Members of the adjournment and the adjourned meeting may proceed even if a quorum is not present.

WITHDRAWAL OF MEMBERSHIP

- 40 The Committee may resolve to withdraw the membership of any Member is, in its reasonable opinion, it is in the best interests of the Club so to do. Upon deciding to withdraw membership, the Committee shall immediately notify the Member in writing and the termination of his membership will be effective from the date that the notification is received.
- 41 The Committee shall, as an agenda item to be included in the next notice of a General Meeting, notify the Members of the termination of membership of any Member effected under Rule 42.
- 42 Any Member may, within 14 days of receiving a notice given under Rule 46 give written notice to the Club Secretary that he wishes to be heard at a General Meeting of the Members, whereupon he shall be entitled to be heard at that General Meeting, which shall take place within 40 days of the receipt of the Member's request. The Members, if so requested by the expelled Member, shall vote whether to overturn the Committee's decision and, if the decision is overturned, the Member shall be re-instated, but without liability to the Club in respect of the Committee's action.

GUESTS

- 43 Members shall remain responsible for the conduct of their guests at all times while the guests are on the Club's premises.
- 44 No person who has been refused membership of the Club or whose membership has been withdrawn, shall be introduced as a guest.

LIABILITY AND INSURANCE

- 45 Copies of the Club's policies of insurance, which may or may not be taken out, shall be available to Members for inspection upon reasonable request to the Club Secretary. Members shall be deemed to have knowledge of the extent of cover provided by such policies. No Member shall do any act or omit to do any act that might render any such policy of insurance to be invalid or to prejudice the insured's rights under such policies.
- 46 The Club takes no responsibility for loss of or damage to the property of a Member or personal injury to him where such loss or damage or injury is caused by any person other than by a person acting within his authority as an employee of the Club.
- 47 Each Member shall be responsible to the Club for any loss of or damage to property of the Club or the Club's premises caused by him or his guests.

WINDING UP OF THE CLUB

- 48 Should the Club be wound up, all its monies and assets shall be given to the Midlands Air Ambulance.