



South Midlands Soaring Association Constitution

Updated May 2018 to reflect Data Protection changes coming in on May 25th 2018. The Data Protection section is based on the template provided by the BMFA in April 2018.

1. NAME :-The name of the club shall be the South Midlands Soaring Association (abbreviated SMSA)

2. OBJECTS:-

The aims of the club shall be:

- a) to provide facilities for the sport of flying model aircraft, in particular, silent flight
- b) to assist members in improving their standards of building and flying of model aircraft.
- c) to strictly observe all rules in the interests of the Club, especially those regarding safety.
- d) to abide by and promote the national policies and rules of the governing body for the sport,, by affiliation to the British Model Flying Association (Society of Model Aeronautical Engineers Ltd.)

3. MEMBERSHIP:-

- a) Ordinary Membership:- there shall be two classes of ordinary membership viz. Senior and Junior. Persons seeking membership who are aged 18 or over at the date of application for membership shall be required to join as a Senior member.
- b) Honorary membership :- Honorary membership shall be conferred at the discretion of the Committee.
- c) In the event of it being necessary to limit the number of members admitted to the club (for lease or other considerations), the membership limits shall be decided at the Annual General Meeting or a General Meeting or postal vote called for that purpose.

4. SUBSCRIPTIONS:-

- a) The amount of any initial joining fee and the amount of the annual subscriptions' shall be determined at the Annual General Meeting.
- b) The annual subscription shall be payable at the Annual General Meeting and shall cover membership up until December 31st of the following year. New members who apply from October 1st get membership for 15 months rather than just 3 months. There will be no discount on subscription fees, when joining part way through a year.
- c) New members, who are not existing members of the British Model Flying Association (The Society of Model Aeronautical Engineers Ltd.), will be required to join the BMFA (SMAE) as a condition of membership of the Club and will pay the BMFA (SMAE) fee together with the Club Subscription. On receipt of payment of the fee, the Club will issue the Requisite BMFA(SMAE) certificate of insurance which is required by all members.

5. OFFICE BEARERS:

- a) The Office Bearers shall be Chairman, Secretary, Treasurer and Safety Officer, plus others if required.

b) All Office Bearers shall retire annually but shall be eligible for re-election.

6. COMMITTEE:

a) The business of the Club shall be managed by a committee of up to 5 persons including the Office Bearers.

b) The Committee shall have the authority to co-opt up to a further two members at their discretion.

c) The Committee shall be responsible for production and maintenance of Club flying rules which will be binding on all members operating on any site being used officially by the Club.

d) The Committee, during their term of office may not change the constitution without the approval of the members at the Annual General Meeting, or a General Meeting or postal vote called for that purpose, or if the law requires.

e) A quorum of any Committee meeting shall consist of a simple majority of Committee members including any co-opted members.

7. INDEMNITY:-

a) If a Club Committee member should represent the Club in Court proceedings taken against the Club, other than criminal proceedings, the Club will indemnify all costs or damages awarded against that Committee member by the Court as well as any expenses incurred.

b) If a Committee member should represent the Club in instigating Court proceedings on behalf of the Club, those damages or costs awarded to that Committee member will belong to the Club and will be paid by that Committee member to the Treasurer of the Club. The Club will indemnify all expenses incurred by that Committee member.

8. ANNUAL GENERAL MEETING:-

a) An Annual General Meeting should be held in November or December each year, fourteen days notice should be given. The meeting shall consider reports from the Chairman, Secretary, and Treasurer and any tasked Office or Bearer.

b) Each ordinary member shall be entitled to one vote.

c) One Auditor, not an Office-Bearer shall be appointed for the ensuing year at the Annual General Meeting. A financial statement duly signed by the Auditor and shall be held on file for two years.

d) The Club funds shall be lodged in a bank account approved by the Committee.

e) Money may be drawn from the Club's account on receipt of two signatures of the Chairman and either the Secretary or Treasurer.

f) An Extraordinary General Meeting can be called for which fourteen days notice will be given.

9. FLYING RULES:

- a) The 'FLYING RULES' shall apply to all Club members while operating on any site officially approved and recognised by the Club for flying.
- b) The official Club site is Burton Dassett Country Park flying shall be in accordance with general rules laid down in the BMFA Members Handbook.
- c) Flying times and venues for Club flying shall be decided by The Annual General Meeting but may be varied by the Committee as necessary (subject to any constraints on the site).
- d) BMFA / SMAE insurance is mandatory for all Club members.
- e) Club members are required to meet any statutory requirements and BMFA requirements regarding the use of radio for the remote control of models. The use of 27Mg/Hz and 2.4 GHz is permitted.
- f) The control of the allocation of all frequencies for radio control operation shall be by means of a peg system. Where and when a coded peg or 'peg on board' system is in operation, it shall be used by all members. If a peg system is not in operation, it is incumbent upon each member to ensure that their frequency is available and every other flyer is made aware that their frequency is to be used, before switching on any transmitter.
- g) Operation on the official site (Burton Dassett Country Park) is restricted to radio controlled silent flight models only.
- h) Members will not fly in such a manner that is likely to endanger other members, visitors or members of the public.
- j) Should any member of the public put themselves in a situation of potential danger, Club members shall make that person aware of that danger and make the appropriate recommendation. Club members shall at all times be courteous and polite to all members of the public.
- k) Any behaviour by a Club member which is prejudicial to the continued use of the Clubs facilities will be considered by the Committee and may result in the expulsion of the offender from the Club.
- l) Notwithstanding the requirements of rule 6d) the Safety rules regarding the use of Club site may be changed at the discretion of the committee at the earliest opportunity.
- m) Junior members may only fly in the presence of a parent or guardian.

DATA PRIVACY POLICY

At the SMSA hereafter referred to as "the club", we're committed to protecting and respecting your privacy. We have not appointed a Data Protection Officer to oversee our compliance with data protection laws as we not required to do so, but our club Secretary has overall responsibility for data protection compliance in our club.

This section explains when and why we collect personal information about people who join the club by whatever means, how we use it, the conditions under which we may disclose it to others and your rights in relation to your personal data.

We may change this notice from time to time so please check the website at www.SMSA.co.uk or request a copy occasionally to ensure that you're happy with any changes. By becoming a member of the club, you're agreeing to be bound by this policy.

Any questions regarding this policy and our privacy practices should be sent by email to smsagliding@gmail.com.

How do we collect information about Members?

We obtain information about you when you apply to become a member of the club via our Membership form.

What type of information is collected about Members?

The personal information we collect include your name, address, email address, telephone number and frequency you fly on. The legal bases for the processing of your personal data is to enable the club to fulfil our contractual obligations and provide membership services.

How is member information used?

We may use your information to: Process your membership, • to carry out our obligations arising from your membership; seek your views or comments on matters relating to the club and model aircraft flying, notify you of changes to our clubs rules, send you communications which you have requested and that may be of interest to you. These may include information about club events and contests and other club related matters, also information from the BMFA that may be of interest.

How long do we retain your information?

We will hold personal information on our systems for as long as is necessary to carry out our obligations in relation to your membership, or as long as is set out in any relevant agreement between us. Where an individual persons club membership lapses your information will be securely kept for a period of up to 5 years, after which your information will be deleted.

Who has access to your information?

We will not sell or rent your information to third parties.

We will not share your information with third parties for marketing purposes.

All members of the club must also be members of the BMFA, by joining the club you give consent for your personal data to be shared with the BMFA to enable provision of BMFA membership services. Please see the BMFA privacy policy at <https://www.bmfa.org/Privacy-Policy>

Be reassured that we will not release your information to third parties beyond the club unless we are required to do so by law, for example, by a court order or for the purposes of prevention of fraud or other crime.

How you can access and update your information?

The accuracy of your information is important to us. You can check the information we hold is correct on your Membership Card.

What are your rights?

(a) the right to access;

You have the right to confirmation as to whether or not we process your personal data and, where we do, access to the personal data, together with certain additional information. That additional information includes details of the purposes of the processing, the categories of personal data concerned and the recipients of the personal data. Providing the rights and freedoms of others are not affected, we will supply to you a copy of your personal data. The first copy will be provided free of charge, but additional copies may be subject to a reasonable

fee. You can access your personal data by visiting your member's dashboard when logged into our website.

(b) the right to rectification;

You have the right to have any inaccurate personal data about you rectified and, taking into account the purposes of the processing, to have any incomplete personal data about you completed.

(c) the right to erasure;

In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data being no longer necessary in relation to the purposes for which the data was collected or otherwise processed, you are no longer a club member and wish the data not to be held for our standard 5 year period. Please note a request for data erasure for a current member would require that member to forfeit membership. The data is required for the club to fulfil its obligations.

(d) the right to restrict processing;

In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are: you contest the accuracy of the personal data; processing is unlawful but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

(e) the right to object to processing;

You have the right to object to our processing of your personal data for direct electronic communications purposes. If you make such an objection, we will cease to process your personal data for this purpose.

(f) the right to data portability;

To the extent that the legal basis for our processing of your personal data is that the processing is necessary for the performance of a contract to which you are party and such processing is carried out by automated means, you have the right to receive your personal data from us in a structured, commonly used and machine-readable format. However, this right does not apply where it would adversely affect the rights and freedoms of others.

(g) the right to complain to a supervisory authority;

If you consider that our processing of your personal information infringes data protection laws, you have a legal right to lodge a complaint with the Information Commissioners Office.

<https://ico.org.uk>

(h) the right to withdraw consent.

To the extent that the legal basis for our processing of your personal information is consent, you have the right to withdraw that consent at any time. Withdrawal will not affect the lawfulness of processing before the withdrawal.

You may exercise any of your rights in relation to your personal data by written notice to us.

Contacting Us

smsagliding@gmail.com