

Constitution

of

The Aero Club of Southern Tasmania

A Company limited by Guarantee under the Corporations Act

**Shields Heritage
53 Cameron Street
Launceston 7250**

Constitution

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1 Definitions and Interpretation

1.1 Definitions

In this Constitution:

“Act”	means the Corporations Act;
“the Company”	means The Aero Club of Southern Tasmania;
“this Constitution”	means this Constitution as amended or replaced;
“the Directors”	means those Directors of the Company having authority to act for the Company acting as a body;
“in writing” or “written”	includes printed or represented or reproduced in a visible form by any other means;
“member”	where used without qualification shall be deemed to mean Full, Flying Syndicate, Honorary and Honorary Life members;
“month”	means calendar month;
“the National Aviation Regulator”	means the Civil Aviation Safety Authority and its successors at law
“the objects of the company”	means the objects set out in Rule 1.3;
“office of the company”	means the registered office of the Company;
“present”	when used in relation to a member at a meeting means present in person or by proxy; and
“the replaceable rules”	means the replaceable rules referred to in section 135(1)(a) of the Act.

Interpretation

In this Constitution:

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- a) a reference to any officer of the Company includes any person acting for the time being as such officer;
- b) words signifying the singular include the plural and words signifying the plural include the singular;
- c) words denoting a gender include all other genders;
- d) words denoting a person include a partnership, association and corporation and words denoting a partnership, association or corporation include a person;
- e) a word or expression defined in the Act has the same meaning in this Constitution unless inconsistent with its context;
- f) a reference to the Act includes:
 - (i) any amendment, variation or replacement of the Act; and
 - (ii) any regulations proclaimed under the Act;
- g) a reference to any provision of the Act is a reference to that provision as amended or replaced and includes any regulations proclaimed under the Act applicable to that provision; and
- h) headings and any table of contents do not affect interpretation and are included for ease of reference only.

1.2 Replaceable Rules

This constitution takes the place of the replaceable rules.

Objects and Powers of the Company

1.3 Objects

The objects of the Company are to:

provide an Association of persons interested in the encouragement and development of aeronautics in all its branches;

provide a centre of information and advice on all matters pertaining to aeronautics;

train examine grant and issue certificates and diplomas for skill and qualifications to Pilots, Navigators, Drivers, Mechanics and others engaged or connected with aircraft;

undertake the control and promotion of competitions sporting events and trials in connection with aeronautics;

provide flying grounds and to maintain those grounds for aviation or any other purposes of the Company and to provide club houses, pavilions, workshops, sheds and other conveniences;

buy prepare make repair supply sell and deal in all kinds of aircraft and all apparatus used in connection with aviation;

represent generally the views of persons connected with aeronautics. To consider originate and promote reforms and improvements in the law and to consider proposed alterations to the law and to oppose or support the same to effect improvements in the administration of the law;

grant authorise issue modify cancel or revoke certificates and diplomas of the Company as to the skill and qualifications of pilots, navigators, drivers, mechanics and all persons managing driving, constructing, repairing or otherwise connected with aircraft of every description and to make reports and recommendations to other companies, authorities, or persons concerning aircraft of every description.

1.4 Powers

The Company has all the powers a company limited by guarantee has under the Act but must only exercise those powers:

- (a) in the promotion of the objects of the Company;
- (b) subject to this Constitution; and
- (c) in the way the Act requires.

2 Application of Income and Property of the Company

2.1 To be Applied Towards Objects

The Company must apply its income and property solely towards the promotion of the objects of the Company.

2.2 Not to be Applied for Benefit of Members

The Company must not pay or transfer directly or indirectly any of its income and property to any member of the Company except that the Company may, subject to complying with Chapter 2E of the Act where required, pay:

- (a) reasonable and proper remuneration to any member of the Company in return for:
 - (i) services actually rendered to the Company other than the services rendered to the Company by a Director as such; and
 - (ii) goods supplied in the ordinary and usual way of business;

- (b) reasonable and proper interest on money borrowed from any member of the Company; and
- (c) reasonable and proper rent for premises leased by any member to the Company.

2.3 Application of Surplus Property on Winding-Up

If when the Company is wound up a surplus of assets remains after all debts or liabilities of the Company have been paid, the surplus must be distributed to one or more corporations, funds, authorities or institutions:

- (a) having similar aims and basic objects to the Company; and
- (b) which when the distribution is to be made prohibits by its constitution or other constituent document the payment or transfer directly or indirectly any of its income and property to any member.

2.4 Choosing Institution

The corporations, funds, authorities or institutions referred to in Rule 2.3 and the amounts to be distributed to each are to be chosen:

- (a) by the members on or before dissolution of the Company; or
- (b) if the members do not so choose, by the Supreme Court of Tasmania.

3 Limited Liability of Members

3.1 Liability of Members Limited

The liability of the members is limited.

3.2 Liability of Members to Contribute to Funds of Company

If the Company is wound up, each member of the Company or person who was a member in the year immediately preceding the commencement of the winding up must contribute such amount as may be required not exceeding the amount of his annual subscription to the assets of the Company.

- (a) to pay:
 - (i) the debts and liabilities of the Company contracted before he or she ceased to be a member; and
 - (ii) the costs, charges and expenses of the winding up; and
- (b) to adjust the rights of the contributories amongst themselves.

4. Membership

4.1 Classes of Members

The Company shall consist of:

Full Members

Persons who wish to participate fully in the activities and operations of the Company and who have full voting rights

Flying Syndicate Members

Persons who contribute towards a scheme for financing the operations and maintenance of Company owned, hired or leased aircraft on an annual subscription basis. A Flying Syndicate Member must also be a Full Member of the Company. The Board of Directors will have the power to allocate sub classes of flying syndicate membership and their rights and subscriptions from time to time according to prevailing circumstances.

Honorary Members

Persons who are visiting or temporarily in residence in Hobart, or persons who are members of professional aviation organisations providing services to the Company.

Honorary Life Members

Persons who have been elected to the position of life members by a general meeting of the Company.

Probationary Members

Persons who have applied for membership and paid a membership subscription but have not yet been elected as members by the Directors.

Associate Members

Persons who wish to be associated with the Company but who do not wish to become Full Members, do not have voting rights but who may from time to time make use of premises or facilities provided by the Company.

Junior Members

Persons over 14 and under 17 years of age.

Non-resident Members

Persons who have previously been a member but who are no longer permanently resident in the State.

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- 4.2 Candidates for election as members shall be nominated in writing by a proposer and seconder who shall be members of the Company and to whom the candidate must be personally known. The Directors may however, admit any person as a Probationary Member without nomination for a period not exceeding 3 months.
- 4.3 Membership is personal and is not transferable.
- 4.4 Election for membership of the Company shall be by the Directors who shall vote by ballot if necessary. Notice in writing of his election shall be sent through the post to each new member by the Secretary together with a copy of the Constitution.
- 4.5 No newly elected member shall participate in any of the privileges or advantages of the Company until his subscription and entrance fee shall have been paid. No member whose subscription is in arrears shall be entitled to vote at any meeting.
- 4.6 The Directors shall have power to elect as members, upon such terms and subject to such regulations as the Directors may from time to time deem advisable, any person who is qualified under one of the definitions of "Member".

The Directors shall be entitled to elect Associate Members on such terms and conditions and subject to the payment of such fees as may from time to time be decided.

The Directors shall be entitled to elect non-resident members upon application by persons who have previously been Flying Members or Associate Members under such terms and conditions and subject to the payment of such fees as may from time to time be decided.

4.7 Honorary Members

The Directors may elect honorary members for a period of one month renewable at the discretion of the Directors for further terms of one month and may also appoint such honorary medical officers honorary solicitors and other honorary officers whether members or not as the Directors may from time to time deem expedient.

Honorary members shall not be required to pay entrance fees or subscriptions nor shall they have any vote in the management of the Company nor shall they be entitled to be elected as officers of the Company or as Directors or to attend or vote at any general meetings of the Company but in all other respects they shall be entitled to all the rights and subject to all the duties of members of the Company.

Candidates for honorary membership must be proposed by a member of the Company and seconded by a Director.

4.8 Honorary Life Members

Persons of distinguished position or attainment may be elected honorary members for life. Election of honorary members shall be by Motion passed at an Annual General Meeting. Honorary life members shall thereupon be exempt from all

subscriptions and may hold any office in the Company and shall subject to these rules be entitled to all rights and privileges of a member.

The Directors shall have power in its discretion from time to time to fix an entry fee or entry fees for members of various classes.

4.9 Entrance Fees and Subscriptions

The Directors shall from time to time fix the yearly subscription fee, for the various classes. All subscriptions shall be payable on application for membership and subsequent subscriptions on the First day of July each year.

In the case of the subscriptions not being paid within one calendar month of election and failing a satisfactory explanation the election may be cancelled and the candidate's name erased from the list of members.

A person ceases to be a member of the Company if that member does not pay the membership fee within a period of 3 months after the day the subscription becomes due.

The Secretary or Treasurer may send one or more reminder notices to a member that the member's subscription is due. There is no obligation for the Secretary or Treasurer to send the reminder notice. Nothing is to be imputed by the practice of sending a reminder notice. It is wholly the member's obligation to ensure the payment of membership dues within the time prescribed in these rules.

The Directors may reinstate a member on satisfactory grounds being shown for the failure of payment.

A member on paying his subscription and entrance fee is thereby considered to have submitted himself to this Constitution and on these conditions alone is entitled to enjoy all the advantages and privileges of the Company.

4.10 Resignations

Any member may resign his or her membership at any time by notifying his resignation in writing to the Secretary and immediately he shall cease to be a member of the Company but no such resignation shall relieve any member from the payment of any subscription or other money due or payable by him at the time of such resignation or from his proportion of the liabilities of the Company and such proportion shall be determined by the Directors for the time being of the Company. The determination of the Directors shall be conclusive and binding on all parties.

Should any person who may have retired resigned or ceased to be a member make an explanation to the Directors which they may deem to be sufficient they shall have the power to replace his name upon the books upon payment of a portion of the subscription for the then current year calculated from the First day of the month in which he is readmitted to the Company and all calls that may have been during his retirement.

No member retiring from the Company or ceasing from any cause to be a member shall be entitled to or have any claim upon any portion whatsoever of the property of the Company.

4.11 Suspension, Expulsion and Bankruptcy

No member of the Company shall without the consent of the Directors take away any property of the Company or shall deface tear or injure any property of the Company. Members injuring or removing any property of the Company shall be liable to expulsion on a resolution of the Directors or be deprived of all the rights and privileges of membership for such time as the Directors may deem expedient.

If any member is adjudicated bankrupt or shall make a composition or enter into a scheme or arrangement under the Bankruptcy Act he shall thereupon cease to be a member of the Company, but the Directors may in exceptional cases reinstate him without entrance fee.

Any member who wilfully refuses or neglects to comply with the provisions of the Constitution of the Company shall be liable to expulsion by a resolution of the Committee provided that at least one week before the meeting at which such resolution is passed he or she shall have had notice of such resolution and that he or she shall at such meeting and before the passing of such resolution have had an opportunity of giving orally or in writing any explanation or defence he or she may think fit. Any such explanation or defence shall be made either orally by the member in person or by writing signed by him and such member shall not be entitled to be represented by counsel at any meeting held to consider such expulsion. A member expelled under this Article shall forfeit his right in and claim upon the Company and its property.

Any member who considers himself or herself to be aggrieved by his or her expulsion from the Company shall have the right within fourteen days after the imposition of such expulsion as notified in the post by the Secretary to appeal by notice in writing to the Secretary to a General Meeting of members of the Company and upon receipt of such notice the Secretary shall call a Special General Meeting in the manner provided by Clause 7.

5 Voting of Members

Votes may be given either personally or by proxy.

The instrument appointing a proxy shall be in writing under the hand of the appointer.

No person shall be appointed a proxy who is not a member of the Company.

The instrument appointing a proxy shall be deposited at the registered office at least twenty four hours before the time appointed for the meeting at which the person named in such instrument proposes to vote in respect thereof.

No proxy shall be available for any meeting other than that for which it is expressly given or any adjournment of that meeting and every proxy shall be in the form following or to the same effect ó

I hereby appoint _____

my proxy to vote for me at a _____

Meeting of the Members of the The Aero Club of Southern Tasmania to be held on the _____ day of

_____ 20___ or any adjournment of that meeting.

However, the powers of a person acting under a proxy may be limited to such extent as the member giving it may think fit. If two or more proxies shall be presented from the same person at any meeting the last in date only shall be valid.

At every General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands by a numerical majority of the members present in person or by proxy and entitled to vote unless before or upon the declaration of the result of the show of hands a poll be demanded by any five members present in person and entitled to vote. Unless a poll be so demanded a declaration by the Chairperson of the meeting that a resolution has been carried or negatived shall be conclusive and an entry to that effect in the Minutes of the Company shall be sufficient evidence without proof of the number or proportion of the votes recorded in favour of or against such resolution.

6 Annual General Meeting

Annual General Meetings shall be held annually on or before 30th November of each year at such time and place as the Directors may determine.

The notice convening the meeting shall state time and place of such meeting and the business to be transacted and the notice given shall be at least twenty one (21) daysø notice in writing (exclusive of the day on which the notice is served or deemed to be served and of the day the meeting is to be held) unless shorter notice is agreed to under the provisions of the Act.

Notices of motion for the Annual General Meeting must be received by the Secretary in accordance with the Corporations Act and must be signed by at least five members.

No business not included in the notice shall be discussed at the Annual General Meeting without the permission of all of the members present in person or by proxy at that meeting, and no motions concerning such business shall be put to the Annual General Meeting.

7 Special General Meeting

A Special General Meeting of the Company shall be held as decided by the Directors. The Directors must convene a general meeting if requisitioned under the Act and if they do not do so the persons requisitioning may convene a general meeting as provided by the Act.

8 Quorum

The quorum at an Annual General Meeting or Special General Meeting shall be the lesser of twenty members or twenty five percent of the membership of the Company. At an Annual or Special General Meeting the President shall preside and shall have a second or casting vote. In the absence of a President the meeting shall elect some other member of the Directors to preside.

If within half an hour from the time appointed for a meeting a quorum is not present the meeting if convened upon requisition of members shall be dissolved. In any other case it shall stand adjourned to the same day in the following week at the same place and time and if at such adjourned meeting a quorum is not present it shall be adjourned sine die.

A general meeting cannot transact any business unless a quorum is present when the business is transacted.

The Chairperson may with the consent of any General Meeting adjourn the same from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

No person who is not a member of the Company shall be admitted to any General Meeting, Special General Meeting or Meeting of any Committee otherwise than upon the invitation of the President or Chairperson of that Committee.

9 Directors

9.1 Number of Directors

There shall be not more than nine (9) directors.

Of the Directors of the Company, one shall bear the title and act as the President; one shall bear the title and act as Treasurer and one shall bear the title and act as Secretary.

The Directors may appoint any additional Secretaries or Assistant Secretaries or other officers for special duties and the Directors may at any time revoke any such appointment or appointments.

No Director shall receive any remuneration for acting as a Director. However, the Directors may at any time remunerate by fixed salary or otherwise any of the Directors of the Company in return for:

- (i) services actually rendered to the Company other than the services rendered to the Company by a Director as such; and
- (ii) goods supplied in the ordinary and usual way of business by a Director or an associate of a Director ;

The Directors may also appoint a temporary substitute for the Secretary or Treasurer.

The Directors shall have power to appoint committees for any special object and to delegate to any such committee the functions and powers of the Directors. All proceedings of a committee shall be reported to the Directors.

9.2 Election of Directors

At every Annual General Meeting the President, Secretary and Treasurer and three other Directors shall retire but shall be eligible for re-election either as an officer or as a Director at the same or any other General Meeting of the Company. Directors shall retire in order of seniority of election.

No person who is not a member shall be eligible for appointment as a Director. No member shall act as President, Treasurer or Secretary, while acting in any other of those capacities.

Each candidate for bearing office or being a Director shall be nominated in writing by two members of the Company and the name of every such candidate together with the names of his nominators shall be sent to and reach the Secretary at least twenty one days before the Annual General Meeting and the names of all such candidates together with the names of their nominators shall be posted in the Clubrooms at least fourteen days before the Annual General Meeting. All such nominations shall where practicable be accompanied by the consent in writing of the candidates proposed.

Voting shall be by secret ballot on the night.

In the event of no candidates being nominated as hereinbefore provided or of the nominations falling short of the full number required or being void through any informality or through want of qualification on the part of the candidates or their nominators all such deficiencies may be supplied by election by ballot of candidates then and there proposed at the Annual General Meeting.

Each member of the Directors elected at the Annual General Meeting of the Company shall hold office subject to this Constitution until the election of the Directors at the next Annual General Meeting at which an election of the Directors ought to take place. However, if at any General Meeting at which an election of the Directors ought to take place the places of the retiring Directors or any of them are not filled up the retiring Directors or such of them as have not had their places filled up shall continue as Directors until the places are filled up by the Company in General Meeting unless it shall be determined in General Meeting on due notice to reduce the number of the Directors.

The Company may from time to time in General Meeting increase or reduce the number of the Directors.

9.3 Vacation of Office

The office of a Director shall be vacated if ó

- (a) he ceases to be a member of the Company
- (b) he becomes bankrupt or insolvent
- (c) he is found lunatic or becomes of unsound mind
- (d) he sends in his resignation in writing to the Secretary
- (e) his office is declared vacant by resolution of a General Meeting
- (f) he absents himself from four consecutive meetings of the Directors without leave of absence

9.4 The Directors shall exercise all such powers The Directors shall from time to time determine which of the rights and privileges of the Company shall be enjoyed respectively by each of the classes of members into which the Company is divided and shall promulgate the same by by-laws a copy of which shall be supplied to each member on demand.

The Directors shall have power to make alter or repeal such regulations and by-laws as may from time to time be necessary.

The Directors shall exercise all such powers and do all such things as may be exercised or done by the Company save such as are by this Constitution or by the Corporations Act 2001 required to be exercised or done by the Company in General Meeting. No regulation made by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

10 Meeting of Directors

The Directors shall meet at such times and places as they may arrange and a special meeting may be summoned at any time by the President or on requisition signed by two Directors.

The quorum for a meeting of Directors shall be five.

The Chairperson of the Directors shall be the President or in his absence the Directors shall elect a Chairperson.

In the event of an equality of votes of the Directors the President or the Chairperson shall have a casting as well as a deliberate vote.

In the event of a contest in the election by the Directors of Chairperson or other officer of the Company, voting shall be by ballot. All officers shall hold office until their successors are appointed.

The Company may at any General Meeting by a majority of two-thirds of the members voting remove any officer or Directors before the expiration of his period of office and may by resolution appoint another person in his stead. The person so

appointed shall hold office during such time only as the person in whose place he is appointed would have held the same if he had not been removed.

11 Flying Captain

Following each Annual General Meeting the Directors shall appoint from the Members of the Company, a Flying Captain. The Flying Captain will hold a minimum qualification of Private Pilot Licence or RAA Pilot Certificate and have a minimum of 180 hours of flying experience. The Flying Captain shall be directly responsible to the Directors and shall perform such functions as are determined from time to time by the Directors except as otherwise provided by this Constitution. The Flying Captain, together with the members of the Flying Committee shall promulgate and institute such procedures as they deem appropriate to ensure that all flying operations of the Company are conducted in accordance with the requirements of the National Aviation Regulator (as appropriate for General Aviation and Recreational Aviation) and Company rules, regulations, orders and instructions and in addition, rules and regulations made by the airport operator where Company aircraft or members private aircraft operations are conducted. In the event of a dispute by any member regarding any decision or regulation made by the Flying Captain or Flying Committee, this shall be referred to the Board of Directors of the Company, whose decision shall be final.

12 Committees

Appointment

The Directors may appoint committees and may delegate to them such power as it may think fit to prescribe in the Terms of Reference. Such committees may include persons who are not members of the Directors or of the Company.

Reports

Committees shall report to the Directors and their decision shall be subject to confirmation by the Directors except in cases where they are given full power to act.

Chairman

Committees shall appoint their own Chairperson. The Chairperson shall be a member of the Directors except where in special cases the Directors may otherwise order.

Quorum

The quorum of Committees shall be fixed by the Terms of Reference.

Vacancies

The Directors may appoint additional members to or fill vacancies on any Committees.

Ex-Officio Members

The President shall be an ex-officio member of every Committee and Sub-Committee.

13 Audit

At each Annual General Meeting of the Company, the members may, by resolution, determine that a review of Company accounts may be undertaken at the end of the next financial year instead of an audit. A properly qualified accountant (who shall not be an officer or member of the Directors) shall be appointed to review the accounts. Should this resolution fail, a properly qualified accountant (also not an officer or members of the Directors) shall be appointed, by resolution of the members, to the position of auditor to hold office until the next Annual General Meeting. Should the members not pass a resolution to appoint a qualified accountant for a review or audit, the Board of Directors shall appoint an auditor at the first meeting of the board after the Annual General Meeting.

Prior to the Annual General Meeting the Directors shall investigate costs and call for quotations for performing the review or audit in the subsequent financial year. These quotations shall be put forward for approval by members. The remuneration (if any) then paid to such a reviewer or auditor shall be fixed by the Company at such meeting. Any casual vacancy occurring in the office of reviewer or auditor subsequent to any Annual General Meeting of the Company shall be filled by the Directors.

Every account of the Directors when reviewed or audited and approved by a General Meeting shall be conclusive except as regards an error discovered within three months after the approval thereof. Whenever an error is discovered within that period the account shall forthwith be corrected and thenceforth shall be conclusive.

The reviewer or auditor shall have access to and power at all times to examine all the books, accounts, vouchers, documents and memoranda of the Company including bank passbooks, statements, online bank transaction enquiries, vouchers, credit card transactions, receipts and statements and shall report thereon to the members. The reviewer or auditor shall review or audit (as appropriate) all accounts prior to their being presented to the Annual General Meeting of the members of the Company.

14 Finance

The Directors shall cause banking accounts to be opened and kept in the name of the Company with such banks Building Society or Credit Union in Tasmania and in such other places as they may think proper.

In addition to facilities offered by the organization with which the Company Club deposits its funds credit cards issued by the any bank, building society or credit union or by the following card providers known as **Visa, MasterCard, Bankcard, Diners Club** and **American Express** may be operated as approved by the Directors.

All cheques drawn upon the Bankers of the Company shall be signed by any two of the President, Secretary, Treasurer and a person appointed annually by the Directors.

Credit card and electronic payments must be made in the manner and within limits approved by the Directors and the facility provider without the need for more than one person to operate the facility for any transaction

Except with the authority of the Directors, a payment of any sum exceeding \$50 is not to be made from the funds of the Company otherwise than by cheque, credit card or any electronic system which incorporates an auditable record of the transaction drawn on the Company's account.

All money payable to the Company shall be recovered by the Treasurer or some person authorised by the Directors and shall be paid into the banking account of the Company.

The Directors shall cause true accounts to be kept of the moneys received and expended by the Company and matters in respect of which such receipt and expenditure takes place and of the assets and liabilities of the Company.

The accounts shall be closed annually on such date as may be prescribed by the Company in General Meeting and if no other time be fixed on the Thirtieth day of June in each year and a balance sheet containing a summary of the property and liabilities of the Company on that day shall be made out and submitted to the next Annual General Meeting.

The Directors shall from time to time determine where and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of members and no member shall have the right of inspecting any account book or document of the Company except as conferred by Statute or authorised by the Directors or by resolution of a General Meeting of the Company.

15. Minutes

15.1 Keeping of Minutes

The Directors must cause minutes to be made:

- a) of all appointments of officers;
- b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- c) of all resolutions and proceedings at all meetings of members of the Company and of the Directors and of committees of Directors and of all resolutions determined on without meetings; and
- d) of all other matters required by the Act

15.2 Signing of Minutes

Except in the case of documents deemed to constitute minutes under the Act, all minutes must be signed by the Chairperson of the meeting at which the proceedings were held or by the Chairperson of any succeeding meeting.

16. Use of Club Address

No member shall use or allow to be used the name of the Company in any advertisement prospectus or business announcement other than as the holder of the Company's certificate or awards.

The name or address of the Company shall not be given by a member as his address or otherwise for the purpose of identification in connection with legal proceedings.

17. Common Seal

The Directors shall have power to provide a Common Seal for the purposes of the Company and from time to time destroy the same and substitute a new seal in lieu thereof and the seal for the time being of the Company shall be kept under such custody and control as the Directors or members in General Meeting shall from time to time prescribe and in the absence of any prescription in that behalf shall be kept in the custody of the Secretary and unless otherwise determined by a resolution of a General Meeting the said Common Seal shall not be used except under and by virtue of a minute of the Directors.

18. Execution of Documents

Any deed or document debenture or security which the Directors may by any resolution determine on executing shall be under the Common Seal of the Company signed by two Directors and countersigned by the Secretary.

19. Flying Committee

The Directors shall appoint annually a Committee to be known as "The Flying Committee" of which the Flying Captain shall be the Chairperson and shall consist of four members in total, all of whom shall be persons holding a minimum qualification of a current Private Pilot Licence or Recreational Aviation Pilot Certificate with a minimum of 60 hours flight experience. The Flying Committee shall arrange its own meetings at which three shall form a quorum. In the absence of the Flying Captain, a chairperson shall be elected from the other three members. The nominated Chief Flying Instructor of The Aero Club of Southern Tasmania's Flying School, or any other Flying School associated with the Company, shall be an ex-officio member of the Flying Committee.

The powers rights duties and obligations of the Flying Committee shall be fully set out and defined in the Terms of Reference upon which the Flying Committee is appointed.

The Flying Committee shall assist the Flying Captain in formulating and enforcing all rules, regulations, orders and instructions governing flying by members of the Company. Upon reference from the Flying Captain, the Flying Committee shall consider any alleged breach of any rule regulation order or instruction of the Company or the National Aviation Regulator by a member of the Company.

If any member shall be considered by the Flying Committee to be guilty of any breach of any rule regulation order or instruction as to flying the Flying Committee shall submit a report to the Directors with a recommendation as to the penalty to be imposed and the Directors shall consider the report and if satisfied that such a breach has occurred shall impose such penalty as the Directors shall deem expedient whether by way of fine suspension from flying or otherwise.

Any member who considers himself to be aggrieved by any penalty imposed on him by the Directors shall have the right within seven days after the imposition of such penalty by notice in writing to the Secretary to appeal to a General Meeting of members of the Company and upon receipt of such notice the Secretary shall call a Special General Meeting in the manner provided by this Constitution.

20. Activities Committee

The Directors shall appoint annually a Committee to be known as 'The Activities Committee' of which the President and Treasurer shall be members and which shall consist of eight members in total. Nominations for six persons to be appointed to the Activities Committee shall be called for at the Annual General Meeting. The Activities Committee shall appoint its own chairperson, secretary and treasurer, and shall arrange its own meetings at which five shall form a quorum.

The Activities Committee shall promote organise and arrange all social and other Company activities including competitions fly-ins, inter-club meets and any other related endeavour including the functioning of the Clubhouse.

The powers rights duties and obligations of the Activities Committee shall be fully set out and defined in the Terms of Reference upon which the Activities Committee is appointed.

21. Indemnity of Officers

21.1 General Indemnity

Each Officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability (other than a liability for costs and expenses) the Officer may incur to another person (other than the Company or a related body corporate of the Company) as such an Officer unless:

- (a) the liability arises out of conduct involving a lack of good faith; or
- (b) the liability is for a pecuniary penalty order under section 1317G or a compensation order under section 1317H of the Corporations Act.

21.2 Indemnity for Cost Incurred in Defending Proceedings

Each Officer is, to the maximum extent permitted by law, indemnified out of the property of the Company against any liability for costs and expenses incurred by the Officer as such an Officer:

- a) in defending proceedings, whether civil or criminal, in which judgment is given in favour of the Officer or in which the Officer is acquitted; or
- b) in connection with an application, in relation to such proceedings, in which the Court grants relief to the Officer under the Corporations Act.

21.3 Separate Indemnities

Rules 21.1 and 21.2 are separate and independent indemnities.

21.4 How Indemnity Given Effect

Where an Officer becomes liable to pay any amount in respect of which the Officer is indemnified under this Rule, the Company must indemnify the Officer by paying that amount to the person to whom that amount is due within 30 days from the date that the Officer provides satisfactory evidence to the Company that the Officer is liable to pay that amount. Nothing in this Rule requires the Company to pay an amount, greater than the amount for which the Officer is liable.

21.5 Notice to Company

An Officer must:

- a) give notice to the Company promptly upon becoming aware of any Claim against the Officer that may give rise to a right to be indemnified or a right to be advanced an amount by the Company under this Rule; and
- b) take such action as the Company reasonably requests to avoid, dispute, resist, appeal against, compromise or defend any Claim or any adjudication of a Claim; and
- c) not make any admission of liability in respect of or settle any Claim without the prior written consent of the Company; and
- d) allow the Company or its insurers to assume the conduct, negotiation or defence of any Claim and, upon request by the Company, render all reasonable assistance and cooperation to the Company or its insurers in the conduct of any Claim, including, without limitation, providing the Company or its insurers with any documents, authorities and directions that the Company or its insurers may reasonably require for the prosecution or advancement of any counterclaim or cross-claim; and

- e) upon request by the Company or its insurers, do everything necessary or desirable which the Company reasonably requests to enable the Company or its insurers (so far as it is possible) to be subrogated to and enjoy the benefits of the Officer's rights in relation to any counterclaims or cross-claims or any claims against any third party and render such assistance as may be reasonably requested by the Company or its insurers for that purpose; and
- f) notify any Claim to an insurer or any other person who may be liable to indemnify the Officer in respect of that Claim and promptly take all reasonable steps to enforce all the Officer's rights against the insurer or other person.

21.6 Where Officer not Entitled to Indemnity

If, in relation to a Claim, it is established to the satisfaction of the Company that:

- a) an Officer is not entitled to be indemnified under Rules 21.1 or 21.2, the Company is thereupon relieved from each and every obligation under Rules 21.1 and 21.2 in respect of that Claim and the Officer must refund to the Company all amounts paid by the Company under Rules 21.1 and 21.2 in respect of that Claim within 30 days of the Company providing to the Officer details of such amounts; or
- b) an Officer has failed to perform an obligation referred to in Rule 21.5 and that failure has materially prejudiced the Company in relation to that Claim, the Company is thereupon relieved from each and every obligation under this Rule in respect of that Claim;
- c) if the Company has pursuant to this Rule paid an amount for costs and expenses incurred by an Officer and judgment is not subsequently given in favour of the Officer, the Officer is not subsequently acquitted or the Court does not grant relief to the Officer under the Corporations Act, the Officer must pay the Company an amount equal to the amount so paid by the Company, the payment by the Officer to be made within 30 days of the Company providing to the Officer details of the amount and its payment by the Company;
- d) Rule 21.6 (c) does not apply to a payment made by the Company pursuant to Rule 21.2 or which could lawfully have been made pursuant to Rule 21.2;
- e) If an Officer becomes liable to pay any amount in respect of any liability, cost or expense for which:
 - (i) the Officer would, but for Rule, be indemnified under this Rule; and
 - (ii) the Officer is insured or has rights against another person (not being the Company or a person indemnified by the Company) in respect of that liability, cost or expense, then the Company must advance to the

Officer that amount within 30 days from the date that the Officer provides satisfactory evidence to the Company that the Officer is liable to pay that amount. The advance is repayable in full if and when and to the extent that payment in respect of that liability, cost or expense is received by the Officer from that insurer or other person; and

- f) if an Officer receives payment in respect of any liability, cost or expense from any insurer of the Officer or from a person (other than the Company) legally obliged to make that payment, the Company is not required to indemnify the Officer in respect of that liability, cost or expense to the extent of that payment.

21.7 Severing Unlawful Provisions

If any provision of this Rule is unlawful or unenforceable, the unlawfulness or unenforceability of that provision does not affect the lawfulness, enforceability, operation, construction or interpretation of any other provision of this Rule, with the intent that the unlawful or unenforceable provision shall be treated for all purposes as severable from this Rule.

21.8 Interpretation in this Rule

In this Rule:

“Claim” means:

- a) any writ, summons, cross-claim, counterclaim application or other originating legal or arbitral process against an Officer as such an Officer;
- b) any hearing, complaint, enquiry, investigation, proceeding or application however commenced or originating against an Officer as such an Officer; or
- c) any written or oral demand or threat that might result in the Officer reasonably believing that any such process, hearing, complaint, enquiry, investigation, proceeding or application referred to in (i) or (ii) above may be initiated.
- d) a person who is or has been a Director, Secretary or executive officer of the Company or a wholly owned subsidiary of the Company; and
- e) a person who is or has been a Director, Secretary or executive officer of a related body corporate of the Company (other than a wholly owned subsidiary of the Company) while also a Director or an employee of the Company or a wholly owned subsidiary of the Company.

21.9 Insurance Premium

The Company may pay a premium for a contract insuring a person who is or has been a Director, Secretary or executive officer of the Company or its related bodies corporate against:

- a) any liability, incurred by that person as such a Director, Secretary or executive officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of section 182 or section 183 of the Corporations Act; and
- b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position with the Company, whether civil or criminal, and whatever the outcome.

22. Association and Affiliation

The Directors may associate with or affiliate to the Company other aeronautical clubs or bodies on such terms and subject to such Agreement as the Directors may from time to time approve and the members shall be bound by the determination legally made of any such bodies.

23. Notices

23.1 Method of Giving Notice

The Company may give notice to any member:

- a) personally;
- b) by sending it by post to the member at the member's registered address or to any alternative address nominated by the member; or
- c) by sending it to the fax number or electronic address (if any) nominated by the member.

23.2 Notice by Facsimile

The Company may resolve that notice may be given by facsimile.

23.3 Receipt of Notice by Post

Where a notice is sent by post, service of the notice is taken to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting on the day after the date of its posting and in any other case at the time at which the letter would be delivered in the ordinary course of post.

23.4 Receipt of Notice by Facsimile

Where a notice is given by facsimile or to another electronic address, service of the notice is taken to be effected if the facsimile or other communication is properly addressed and sent and to have been effected on the business day after it is sent.

23.5 Notice of Meetings

Where the Company must give notice of a general meeting, the Company may do so in any manner authorised by this Constitution to:

- a) members, except those members who have not supplied to the Company an address for the giving of notices to them;
- b) the Auditor for the time being of the Company; and
- c) such other persons as required by the Act.

23.6 Entitlement to Notice

No person other than those referred to in Rule 23.5 is entitled to receive notices of general meetings.

In addition to the manner of giving notice set out in these rules it will be a sufficient compliance with these rules if any of the notices is given in the following ways:

- a) By the transmission of the notice by a facsimile process;
- b) By transmission of the notice by an electronic process which gives the receiver a visual display of the notice;
- c) By personal service on the member or person wherever the person or member is located at the time;
- d) By service in any manner provided by these rules on the person authorized by law or by the rules of a constituent association.