

<p style="text-align: center;"><b>RULES OF THE HOEDSPRUIT FLYING CLUB UPDATED 2019</b></p>
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1. **NAME**

The name of the Club is **HOEDSPRUIT FLYING CLUB** which is incorporated as a company in terms of Section 21 of the Companies Act no 61 of 1973 as amended with Registration number 2002/027520/08. (hereinafter referred to as "the **CLUB**").

2. **LOCATION OF THE CLUB**

The **CLUB** owns and is located on the Remainder of Erf 55 in the Township of Hoedspruit, measuring 5.4402 hectares and on the adjoining Remaining Extent of Portion 6 of the farm Berlin no 209, measuring 8.1200hectares, Registration Division K.T. in the Limpopo Province.

3. **OBJECTIVES OF THE CLUB**

The objectives of the **CLUB** are:

to create and maintain a safe environment for flying activities;

to promote aviation;

to provide social amenities and facilities for the use and enjoyment of members of the **CLUB** and their guests;

to promote goodwill and co-operation generally amongst all persons, whether active or otherwise, in South African aviation;

to promote good airmanship and safe flying;

to assist the appropriate authorities in the control and management of civil aviation in the Lowveld area;

to construct, maintain, demolish or alter buildings as may be desirable for the activities of the **CLUB**;

to sell, manage, lease, mortgage, dispose of or otherwise deal with all or a part of the property of the **CLUB**; to raise money in such manner as the **CLUB** may deem fit;

to invest monies of the **CLUB** which are not immediately required for the operation of the **CLUB** in such manner as the Executive Committee may from time to time decide;

to apply for, hold, and renew a Club Liquor Licence.

#### **4. THE DOMESTIC CONSTITUTION OF THE CLUB**

4.1 It is recorded that the **CLUB** as an incorporated company is bound to all the provisions of the Companies Act no 61 of 1973 as amended (hereinafter referred to as "the **ACT**").

4.2 In addition to the provisions of the **ACT** which govern the operation and administration of associations incorporated in terms of Section 21 of the **ACT**, these **RULES** read with the provisions of the **ACT**, constitute the Domestic Constitution of the **CLUB**.

4.3 If there is any conflict between the provisions of these **RULES** and the provisions of the **CLUB**'s Memorandum and Articles of Association, the relevant provisions of these **RULES** shall prevail over the relevant conflicting provisions of the **CLUB**'s Memorandum and Articles of Association.

4.4 Should the need arise; the members of the **CLUB** shall take all such steps as may be necessary to ensure that the **CLUB's** Memorandum and Articles of Association are amended by special resolution to conform with the provisions of these **RULES**.

4.5 The income and assets of the **CLUB** including profits from the sale of liquor by the **CLUB** shall be applied solely towards the promotion of the objectives of the **CLUB** and no portion thereof shall be paid or transferred directly or indirectly by way of profit to the members of the **CLUB**; providing that nothing herein contained shall prevent the payment in good faith of any remuneration to any officer of the **CLUB** or to any member in return for any service actually rendered to the **CLUB**.

4.6 Guests of the **CLUB** are also permitted to pay for liquor and refreshments supplied by the **CLUB**.

4.7 All assets and funds of the **CLUB** shall be devoted to the promotion and enhancement of the objectives of the **CLUB**.

4.8 All members shall upon their admission as members of the **CLUB** undertake in writing to comply with and to adhere to the **RULES** of the **CLUB**.

## **5. LIABILITY OF THE MEMBERS OF THE CLUB**

The liability of a member of the **CLUB** for the debts and engagements of the **CLUB** shall be limited to the amount (if any) owing by the member concerned in respect of subscription due to the **CLUB**, and such other monies as a member may be owing to the **CLUB** in respect of flying and any current account in the name of the member concerned.

**6. MEMBERSHIP**

Persons of either sex who have attained the age of eighteen (17) years shall be eligible for membership of the **CLUB**. The **CLUB** shall have the following types of membership:

- 6.1 **AIRCRAFT OWNER MEMBERS** – being persons who own or own shares in an aircraft or has an interest in a Close Corporation which owns an aircraft;
- 6.2 **MICROLIGHT OWNER MEMBERS** – being persons who own or own shares in a microlight;
- 6.3 **NON-AIRCRAFT OWNER MEMBERS** – being persons who wish to become members of the Club but do not own or own shares in an aircraft or have an interest in a Close Corporation which owns an aircraft;
- 6.4 **FAMILY MEMBER** – being spouses of Aircraft Owner or Microlight Owner member who have paid the prescribed annual subscription. A Family Member may use the facility of the Club, but has no right to propose or second a candidate for membership, vote at meetings of the Club, nor incur any liabilities to the Club whatsoever.
- 6.5 **TEMPORARY MEMBER** – being persons who wish to use the Club facilities and access its premises for temporary enrolment at a flight school or other purposes approved by the Executive Committee who will not become any other type of member may apply for and take out, for a period not exceeding six months, temporary membership. A Temporary Member may use the facility of the Club, but has no right to propose or second a candidate for membership, vote at meetings of the Club, nor incur any liabilities to the Club whatsoever.

6.6 **LIFE MEMBER** – Any person having been proposed and seconded for life membership and who has paid the prescribed entrance fee, or a member in good standing who has paid the additional amount determined by the Executive Committee, may become a **LIFE MEMBER**, provided that the **LIFE MEMBERSHIP** is subject to the approval of the Executive Committee.

## 7. **PRIVILEGES OF MEMBERSHIP**

7.1 **AIRCRAFT OWNER, MICROLIGHT OWNER, NON-AIRCRAFT OWNER** and **LIFE MEMBERS** shall enjoy full privileges of the **CLUB**.

7.2 **TEMPORARY** and **FAMILY MEMBERS** shall be entitled to use the facilities of the **CLUB**, but they shall not have the right to vote or speak at meetings or to become officers of the **CLUB**.

## 8. **ELECTION OF MEMBERS**

An application for membership shall be made on the official Membership Application Form of the **CLUB**. The candidate shall provide all information required thereon. The candidate shall be proposed by not less than 2 (two) members in good standing whose signed proposals shall accompany the candidate's Application for Membership. The application shall be considered at the following Executive Committee meeting for approval. The Executive Committee shall decide by means of voting whether the application of the candidate is successful or not. The majority decision of the Executive Committee shall be final and binding.

**9. RESIGNATION OF MEMBERS**

Any member who wishes to resign his/her membership of the **CLUB** shall give written notice of his/her intention to do so.

**10. ENTRANCE FEE AND REINSTATEMENT FEE**

10.1 The entrance fee and reinstatement fee shall be such amounts as the **CLUB** shall from time to time fix at the **CLUB**'s Annual General Meeting for the various types of membership, provided, that a **FAMILY MEMBER** shall not be required to pay an entrance fee.

10.2 The reinstatement fee is the amount to be paid by a former member of the **CLUB**, who has paid all fees due prior to his/her resignation and who desires to rejoin the **CLUB**.

10.3 The entrance fee and reinstatement fee, as the case may be, shall be payable by the members concerned upon receipt from the Executive Committee of a written notification of the acceptance of their membership.

**11. SUBSCRIPTION**

11.1 The annual subscription shall be determined annually at the Annual General Meeting of the **CLUB**.

11.2 Invoices for annual subscriptions and membership renewal forms shall be sent to all members on or before the 1<sup>st</sup> March of each year.

**12. PAYMENT OF ANNUAL SUBSCRIPTION**

The membership of any member who has not paid his/her annual subscription on or before the 30<sup>th</sup> April of any year, shall lapse on the 30<sup>th</sup> April of the relevant year.

**13. FINANCIAL YEAR**

The financial year of the **CLUB** shall be the last day of February of each year.

**14. DISCIPLINARY ACTION AND TERMINATION OF MEMBERSHIP**

14.1 If it is brought to the notice of the Executive Committee that the conduct of any member of the **CLUB** warrants investigation, the Executive Committee shall cause a written complaint to be lodged with it. Upon receipt of such complaint, the Executive Committee shall deliberate thereon, call for such evidence as may be deemed necessary, and on conclusion thereof, decide whether or not the membership of the member concerned will be terminated.

14.2 A member whose membership has been terminated by the Executive Committee, shall not be entitled to enter the premises of the **CLUB** and the member whose membership has been terminated, shall not be entitled to accompany any other member to the premises of the **CLUB** as the guest of such other member.

**15. GENERAL MEETINGS**

15.1 The first General Meeting of the **CLUB** shall be held at such time not being less than one month nor more than three months after

the date of incorporation of the company and at such place as the Executive Committee may determine.

15.2 An Annual General Meeting shall be held once in every year at such time and place as may be determined by the Executive Committee, provided that every Annual General Meeting shall be held not more than nine months after the end of every financial year of the **CLUB** and within not more than fifteen months after the date of the last preceding such meeting of the **CLUB**, subject always to the provisions of Sections 179 and 295 of the **ACT**.

15.3 The Executive Committee may whenever it thinks fit convene a General Meeting, and General Meetings may also be convened on requisition of members as provided by Section 181 of the **ACT**.

15.4 Subject always to the provisions of Section 186(3) of the **ACT**, at least twenty-one clear days' notice in writing of every Annual General Meeting and of every General Meeting called for the purpose of passing a Special Resolution, and at least fourteen clear days' notice in writing of every other General Meeting (exclusive in each instance both of the day on which it is given or deemed to be given and of the day of the meeting), specifying the place, the day and the time of meeting, and in the case of special business the general nature of that business shall be given in the manner hereinafter mentioned to such person (including the Auditors) as are in terms of the **ACT**, entitled to receive such notices from the **CLUB**; but with the consent of a majority in number of the members having a right to attend and vote at the meeting who hold not less than ninety-five per cent of the total voting rights of all the Members, a meeting may be convened on a shorter period of notice than is prescribed above and with the written consent of all the members of the **CLUB** on the prescribed form, special resolutions may be proposed and passed as special resolutions without notice having been given.



15.5 The accidental omission to give notice of a meeting to not more than one-tenth of the members, or in cases where instruments of proxy are sent out with the notice, the accidental omission to send such instrument of proxy to not more than one-tenth of the members, or the non-receipt or delay in receipt of notice of a meeting or such instrument of proxy by any person entitled to receive notice shall not invalidate the proceedings at the meeting.

**16. PROCEEDINGS AT GENERAL MEETINGS**

16.1 All business shall be deemed special that is transacted at a General Meeting, other than an Annual General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of the consideration of the annual financial statements, the reports of the Executive Committee and of the auditors on the annual financial statements, the election of members of the Executive Committee and the appointment and fixing of the remuneration of the Auditors.

16.2 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Subject to the provisions of Section 199 of the Act in regard to the quorum for passing special resolutions, a quorum for a General Meeting shall be sufficient persons present at the meeting to exercise, in aggregate, at least 30% of all of the voting rights that are entitled to be exercised in terms of Section 190 of the Act, or such greater number as may be determined by the **CLUB** in General Meeting from time to time, subject to compliance with Section 190.

16.3 If, within thirty minutes from the time appointed for the meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned without notice to the same day in the next week (or if that

be a public holiday to the next succeeding day other than a public holiday, a Saturday or a Sunday), at the same time and place, or to such other day and at such other time or place as the Chairperson of the meeting shall appoint. If at such adjourned meeting a quorum as above defined is not present within thirty minutes from the time appointed for holding the meeting those members who are present in person and are entitled to vote shall be a quorum and may transact the business for which the meeting was called. The above arrangement will in respect of meetings called for the passing of Special Resolutions be subject to compliance with Section 199(2) of the **ACT**.

16.4 The Chairperson of the **CLUB** or failing him, the Deputy Chairperson (if any) shall preside as Chairperson at every General Meeting, but if there be no such Chairperson or Deputy Chairperson, the meeting shall not take place.

16.5 The Chairperson may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

Whenever a meeting is adjourned for forty-five days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, or as provided by Section 192 of the **ACT** it shall not be necessary to give any notice of an adjournment nor of the business to be transacted at an adjourned meeting.

16.6 At a General Meeting a resolution put to the vote of the meeting shall be decided by a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairperson of the meeting or by any member of the **CLUB**, or as provided in Section 198(1)(b) of the **ACT**. Unless a poll be so

demanded and the demand be not withdrawn a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the **CLUB** shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

16.7 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

16.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to the vote or votes to which he/she may be entitled as a member.

16.9 The Chairperson of a meeting may appoint any firm or persons to act as scrutineers for the purpose of checking forms of proxy deposited for use and for counting the votes at such meeting and he/she may thereafter act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or himself counting the votes.

16.10 Any minutes of resolutions and proceedings at general meetings made in the minute book of the **CLUB**, if signed by any person purporting to be the Chairperson of the meeting to which it relates, or by any person present thereat and appointed by the Executive Committee to sign the same in his/her place, or by the Chairperson of a subsequent meeting of the Executive Committee, shall be admissible as evidence of the facts therein stated.

**17. VOTES OF MEMBERS**

17.1 Every individual member and every duly authorised and qualified representative of a member present at a General Meeting shall have one vote on a show of hands and one vote on a poll. A person shall be deemed to be duly authorised and qualified if he be appointed in terms of Section 188 of the Act, and is himself/herself an officer of or in the employment of the member by whom he/she is so appointed, and such representative shall be entitled to exercise the same powers on behalf of the member which he/she represents as that member could exercise if it were an individual member of the **CLUB**.

17.2 The Executive Committee may, but shall not be obliged to, require proof to its satisfaction of the appointment or authority of such representative to act.

**18. PROXIES AND VOTING UNDER POWER OF ATTORNEY**

18.1 The instrument appointing a proxy shall be in writing under the hand of the person granting such proxy. The holder of a power of attorney from a member may, if so authorised by the power of attorney, vote for and represent such member at any meeting of the **CLUB**.

18.2 A proxy must be a member of the **CLUB**.

18.3 Every instrument of proxy, whether for a specified meeting or otherwise, shall comply with Section 189 of the **ACT** and subject thereto be in such form as the Executive Committee may approve, and the Executive Committee may, if it thinks fit, send out with the notice of any meeting the following specimen instrument of proxy for use at the meeting:-

# Hoedspruit Flying Club

ASSOCIATION INCORPORATED UNDER SECTION 21

Registration number 2002/027520/08

PO Box 43 HOEDSPRUIT 1380

Email:

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## PROXY: HOEDSPRUIT FLYING CLUB

I, \_\_\_\_\_, the undersigned **Member** of the Hoedspruit Flying Club, being entitled to vote at the xxx Meeting on \_\_ (date) \_\_\_\_\_ at \_\_ (time) – \_\_\_\_\_ (venue)

hereby appoint as my **Proxy Member**:

**Name:** \_\_\_\_\_

**ID No:** \_\_\_\_\_

By this designation of proxy, the **Proxy Member** may attend and represent the **Member** with the full power to vote and act for the **Member** in the same manner, to the extent and with the same effect as if the **Member** were personally present.

The **Proxy Member** shall have the full power as the **Member's** substitute, to represent the **Member** and to vote on matters arising at this AGM and election of the Executive Committee.

**Member Name:**

**Signature:**

**Date:**

\_\_\_\_\_

18.4 Any power of attorney and any instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power of attorney shall be deposited at the office of the **CLUB** or at such other place within the Republic as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, not less than forty-eight hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. In determining the said period of forty-eight hours, Saturdays, Sundays and public holidays shall not be taken into account. No instrument appointing a proxy shall be valid after the expiration of six months from its date except at an adjourned meeting or at a poll demanded at a meeting originally held within the six months after the date of such instrument.

**19. OFFICE BEARERS OF THE CLUB**

19.1 The officers of the **CLUB** shall consist of and will be:

19.1.1 the Executive Committee comprising of five (5) persons who shall be either **AIRCRAFT OWNER, MICROLIGHT OWNER, or NON-AIRCRAFT OWNER MEMBERS** of the **CLUB** and who are in good standing. The members at the Annual General Meeting shall elect these persons who shall for all purposes of the **ACT** be deemed to be the directors of the company managing and administering the business of the **CLUB**;

19.1.2 a Secretary who shall be a member of the **CLUB** and who shall be so appointed by the Executive Committee. The secretary may also be an officer of the club, in which case there will only be four other officers.

19.2 The Executive Committee will be entitled to co-opt persons onto the Executive Committee so as to attend Executive Committee Meetings, speak thereat, but shall have no vote.

19.3 The first Executive Committee was elected by the Founder Members after the adoption of these **RULES** on the **5<sup>th</sup> May 2003**.

## **20. EXECUTIVE COMMITTEE**

20.1 The Executive Committee shall meet at least once every sixty days and minutes of all meetings shall be kept in accordance with the provisions of the **ACT**. At least two (2) day's notice of any Committee Meeting shall be given to all Committee members. The Secretary may convene a meeting at any time and shall do so on receipt of a requisition signed by any two Committee members. In the event of an equality of votes, the Chairperson shall have a second or casting vote.

20.2 The Chairperson, Vice-Chairperson or a Committee member may be granted leave of absence at the discretion of the Committee. Any Committee member absenting himself without leave for more than three (3) consecutive meetings of the Committee shall, at the discretion of the Committee, forfeit his/her office as Committee member.

**21. ELECTION OF INCOMING EXECUTIVE COMMITTEE**

21.1 Any member of the **CLUB** shall be at liberty to nominate a member of the **CLUB** to the Executive Committee. The consenting nominee must be seconded at the meeting.

21.2 The nomination of members to the Executive Committee and the seconding of nominations shall be in writing.

21.3 Retiring Executive Committee members shall be eligible for re-election.

21.4 In the event of the nominations not exceeding the vacancies, the persons so nominated shall be declared elected.

21.5 Balloting lists shall be prepared containing the names of the nominees only, in alphabetical order and each duly qualified member present at the General Meeting shall vote for the nominated members to fill all the vacancies on the Executive Committee.

21.6 If two or more candidates receive an equal number of votes and only one of such candidates is required to fill the vacancy on the Committee, then a second vote by ballot shall be taken on the candidates who received an equal number of votes in the first ballot to appoint one of them on the Executive Committee.

21.7 In the event of the nominations being less than the vacancies on the Executive Committee, or in the event of any casual vacancy occurring on the Executive Committee, the Executive Committee may nominate a Committee member to fill such vacancy.



**22. PROCEEDINGS AT A COMMITTEE MEETING**

22.1 The Chairperson, or, if absent, the Vice-Chairperson, shall preside at Executive Meetings. If both the Chairperson and Vice-Chairperson are absent from any particular Executive meeting, the meeting shall not take place.

22.2 The Executive Committee shall also meet whenever summoned by the Chairperson who may convene a meeting at any time, and who shall be compelled to do so on a requisition of the members of the **CLUB** as provided for in the **ACT**.

22.3 Three (3) Executive Committee members personally present shall constitute a quorum.

22.4 Each Executive Committee member shall have one (1) vote.

22.5 Proper minutes shall be kept of all proceedings of all Committees and meetings provided for in the Constitution. Such minutes shall be confirmed at the following meeting, and shall be counter-signed by the Chairperson and Secretary thereof, the minutes of the Executive Committee shall be made available to all Executive Committee members.

**23. POWERS OF THE EXECUTIVE COMMITTEE**

The entire management of the **CLUB** shall be vested in the Executive Committee and the Executive Committee may exercise all such powers and do all such acts and things as the **CLUB** is authorized to exercise and do. Without prejudice to the generality of the foregoing powers, the Executive Committee is expressly authorized:

23.1 to take such steps as it thinks fit to carry into effect all agreements entered into by the **CLUB**;

23.2 to purchase or otherwise acquire for the **CLUB** any property, rights or privileges, which the **CLUB** is authorized to acquire at such price and generally on such terms and conditions as it may think fit;

23.3 to enter into negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name of and on behalf of the **CLUB** as they may consider expedient for or in relation to the authorized business of the **CLUB**;

23.4 to secure the fulfilment of any contracts or agreements entered into by the **CLUB**, to mortgage or charge all or any property of the **CLUB** for the time being, or in such other manner as it may think fit;

23.5 to appoint at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services, as they may from time to time think fit, and to determine their powers and duties, and fix and alter their salaries or emoluments and duties;

23.6 to institute, conduct defend, compound or abandon any legal proceedings by or against the **CLUB** members or otherwise concerning the affairs of the **CLUB**, and also to compound and allow time for payment or satisfaction of any debts due, and of any claims or demands by or against the **CLUB**;

23.7 to refer any claims or demands by or against the **CLUB** to arbitration;

23.8 to make and give receipts, releases and other discharges for money payable to the **CLUB** and for claims and demands of the **CLUB**;

23.9 to open and operate banking accounts on behalf of the **CLUB** and to determine who shall be authorized to sign cheques and negotiable instruments on behalf of the **CLUB**;

23.10 to invest and deal with any of the monies of the **CLUB** not immediately required for the purpose thereof, in such manner as it deems fit, and from time to time vary or realize such investments;

23.11 from time to time at its discretion to raise or borrow and secure payment of any sum of money for the purpose of the **CLUB**, upon such terms and conditions as it deems fit.

**24. REGISTER OF MEMBERS**

The Executive Committee shall be responsible to keep a proper register of members, containing all relevant details of the members of the **CLUB**.

**25. ACCOUNTS**

The Executive Committee shall cause to be kept such accounting records and books of account as are prescribed by the **ACT**.

The accounting records shall be kept at the office of the **CLUB** or (subject to the provisions of Section 284 of the Act) at such other place as the Executive Committee thinks fit, and shall at all times during business hours be open for inspection by the members.

Subject to the provisions of the **ACT**, copies of the annual financial statements made out in accordance with and consisting of the documents specified in Section 286 of the **ACT** which is to be laid before the **CLUB** at its in Annual General Meeting, shall be delivered or sent by email or post to the registered address of each member at least twenty-

one clear days before such Annual General Meeting; provided that this Rule shall not require copies of the said documents to be sent to any person who is not entitled to receive notice of General Meetings of the **CLUB** or of whose address the **CLUB** is not aware.

**26. AUDITORS**

26.1 Auditors shall be appointed by the members of the **CLUB** and their duties regulated in accordance with the provisions of the **ACT**.

26.2 The annual financial statements of the **CLUB** when audited and laid before an Annual General Meeting of the **CLUB**, shall be deemed conclusively correct.

**27. NOTICES**

27.1 A notice may be served by the **CLUB** upon any member either personally or by sending it per email or mail in a pre-paid letter addressed to such member at his/her registered address.

27.2 Any notice, if served by post, shall be deemed to have been served at the time of the letter containing the same would have been delivered by post, and in proving such service, it should be sufficient to prove that the letter containing the notice was properly addressed, posted and postage pre-paid.

**28. INDEMNITY**

Subject to the provisions of Section 247 of the Act:

The Executive Committee members and other members of the **CLUB** shall be indemnified out of the funds of the **CLUB** against all liabilities incurred by any of them in defending any proceedings, whether civil or criminal, in which judgment is given in favour of any of them;

Every such person as aforesaid shall be indemnified by the **CLUB** against and it shall be the duty of the Executive Committee out of the funds of the **CLUB** to pay all costs, losses and expenses which any such person may incur or become liable to by reason of any contract entered into or act or deed done by him/her in the discharge of his duties.

Subject to the provisions of the **ACT**, no member of the **CLUB** shall be liable for the acts, receipts, neglects, or default of any other member of the **CLUB**.

**29. GUESTS**

Visitors and/or guests are to be accompanied by a **CLUB** member. CLUB Members shall brief their guests and ensure that they remain outside the 25m runway centreline buffer zone, and be cognizant of the dangers associated with aircraft movements on the taxiways and in the proximity of hangars. Frequent visitors will be encouraged to become members of the **CLUB**

**30. ADOPTION OF THESE RULES BY SPECIAL RESOLUTION**

If it becomes necessary for whatever reason to adopt these **RULES** as the Articles of Association of the **CLUB**, the members of the **CLUB** shall be bound to pass the necessary Special Resolution to substitute the existing Articles of Association with these **RULES**.

**31. WINDING-UP**

The provisions of the **CLUB's** Memorandum of Association relating to the winding up or dissolution of the **CLUB** shall have effect and be observed as if the same were repeated in these **RULES**.