

# AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION INCORPORATED

## CONSTITUTION

4th Edition 2008.

As accepted by the Special Members Meeting held on Thursday 20 March 2008.

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**THE AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION - 1983 TO 1992**

**THE AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION INCORPORATED 1992**

## Section A. - NAME

The name of the organisation is the:

**“AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION INCORPORATED”**

hereafter referred to in this Constitution as **"ASRA"** or **"the Association"** .

## Section B. - STATEMENT OF PURPOSE

- B. 1 ASRA is an Incorporated Association registered with the Registrar-General's Office of the Department of Justice and Community Safety in the Australian Capital Territory. The principal purpose of the Association is to promote and foster the construction, ownership and operation of Rotorcraft as permitted by Australian Civil Aviation legislation. It is a voluntary non-profit non-partisan organisation whose members are widely distributed throughout Australia and overseas and who are dedicated to the advancement of knowledge, public education and safety of Rotorcraft.
- B. 2 Australian Civil Aviation legislation recognises ASRA as the operational regulator for recreational gyroplanes, principally via recognition in Civil Aviation Orders Part 95 or any successor legislation (specifically CASR Parts 103 and 149).
- B. 3 The principal source document for ASRA recreational gyroplane regulation is the Civil Aviation Safety Authority (CASA) approved ASRA Operations Manual (or any successor Manual), together with applicable ASRA Airworthiness Directives or ASRA Airworthiness Alerts or CASA Instruments applicable to light recreational gyroplanes. Specific acknowledgement and recognition is also made within this section to 'Type Acceptance Requirements for Two Seat Light Gyroplanes (February 1996)' (or any successor Requirements).
- B. 4 As the approved recreational gyroplane regulator, ASRA is also annually contracted with CASA to undertake (and hereby acknowledges) these following specific CASA-delegated Compliance, Standards and Safety Promotion functions: --

### CASA Contractually Delegated Compliance Functions

- B. 5 a) ensure that all members of the Association operate their sport gyroplanes in accordance with CAO's and the ASRA Gyroplane Operations Manual;
- B. 6 b) assist the Authority by monitoring standards for sport gyroplane pilots and sport gyroplane instructors to ensure compliance;
- B. 7 c) monitor the operational and airworthiness standards and procedures of members and member clubs and rectify any deficiencies detected to ensure compliance with the standards specified in the ASRA Gyroplane Operations Manual and other applicable ASRA manuals and directives;
- B. 8 d) examine the results of sport gyroplane incident and accident investigations to ensure that standards have been complied with;
- B. 9 e) on behalf of the Authority, investigate alleged breaches of the Civil Aviation Regulations, CAO 95.12 and CAO 95.12.1 by sport gyroplane pilots; and
- B. 10 f) ensure that sports gyroplanes registered with the Association comply with the airworthiness requirements of the applicable Civil Aviation Orders and Regulations.

### CASA Contractually Delegated Standards Functions

- B. 11 a) assist the Authority to set standards for sport gyroplane pilots and sports gyroplane pilot instructors;
- B. 12 b) review the ASRA Operations Manual as necessary and submit amendments to that Manual to the Authority for approvals;
- B. 13 c) liaise with and advise the Authority on developments in sport gyroplane techniques and equipment;
- B. 14 d) examine the results of sports gyroplane incident and accident investigations to ensure that standards are appropriate; and
- B. 15 e) assist the Authority to develop airworthiness standards for sport gyroplanes.

### CASA Contractually Delegated Safety Promotion Functions

- B. 16 a) conduct safety education programs; and
- B. 17 b) seek to raise the standard of maintenance and construction of sport gyroplanes operated by members of the Association.

Other purposes of the Association shall be:

- B. 18 To formulate and promulgate uniform regulations and recommendations for the construction, ownership and use of Rotorcraft.
- B. 19 To affiliate with any other national or international body having interest or concern in Rotorcraft.
- B. 20 To accept affiliation from an association, club, or incorporated body or other organisation having interest or concern in Rotorcraft.

### **Section C. - POWERS**

Solely to further the aims set out in the Statement of Purpose above, the Association shall have power to:

- C. 1. Conduct the activities of Rotorcraft flying in Australia as provided within the Rules and Regulations of the Association.
- C. 2. Admit and enrol persons and Rotorcraft Clubs as members.
- C. 3. Encourage the formation of Rotorcraft clubs throughout Australia.
- C. 4. Appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workmen and other persons as may be necessary
- C. 5. Purchase or otherwise obtain insurance or indemnities pertaining to the members, officers, agents and property in whatsoever form the Association may deem necessary.

- C. 6. Print and publish any newspapers, periodicals, books, leaflets, journals and any form of electronic production.
- C. 7. Publish By-Laws, approved by the Board to guide the implementation of the Constitution.
- C. 8. Subject to and so far as is not inconsistent with provisions of this Constitution, the Association may make rules to give effect to any purposes of the Association and such rules shall be binding upon every member of the Association.
- C. 9. Any By-Laws or Rules made by the Association in pursuance of the afore mentioned powers shall be available for inspection by members
- C10 Do all such other lawful things as are incidental or conducive to the attainment of the purposes and the exercise of the powers of the Association.

-oOO **CONTROL OF OPERATIONS** OOo-

- C 11. The Association shall have control of competitions, matches, trials, and tests throughout Australia which may be conducted by Affiliated Rotorcraft Clubs, members of the Association or groups or individuals approved by the Association. The Association may, on such terms as it determines, delegate such control or any aspect thereof to any Affiliated Rotorcraft Club, member of the Association or group or individual approved by the Association.

-oOO **PART I - PRELIMINARY** OOo-

**1. Interpretation.**

Throughout this Constitution and the associated By-Laws, unless the context requires otherwise, the following definitions and abbreviations will apply:

- "The Act" means the Associations Incorporation Act 1991 (A.C.T.) and Regulations.
- "The Association" means the Australian Sport Rotorcraft Association Incorporated.
- "Rotorcraft": means an aircraft supported in flight by the reaction of the air on one or more rotors.
- "Rotorcraft Club" means a club in which a substantial part of the club's activities is the manufacture and/or operation of rotorcraft.
- "Affiliated Rotorcraft Club"  
means a club whether incorporated or not, accepted by the Board as a member of the Association authorised to administer the Association Rules as set out in part 3, section 19.
- "By-Law": means By-Laws approved by the Board to guide the implementation of the Constitution.

"Club": means any club, organisation, centre, corporation, company or other institution, association or community, in whatever legal form having purposes consistent with the purposes of the Association.

"Constitution" means this Constitution, subject to any amendments made pursuant to the provisions hereof from time to time.

"Executive" means President, Vice -President, Secretary, and Treasurer as defined in Part III, Section 11.4

"Member" means a member of the Association.

"Registrar" means the person who keeps the records of the ASRA Inc.'s members, their rotorcraft and qualifications.

"Sub-committee" means a sub-committee authorised by the Board in accordance with Part 3 Section 19.

"Special Resolution"

A resolution of an incorporated association shall be taken to be a special resolution if –

- (a) it is passed at a general meeting of the association, being a meeting of which at least 21 days notice, accompanied by a notice of intention to propose the resolution as a special resolution, has been given to members of the association; and
- (b) it is passed by at least 3/4 of the votes of those members of the association who, being entitled to vote, vote in person or, where the rules of the association permit voting by proxy, vote by proxy at the meeting.

"Regulation" means the Regulations under the Associations Incorporation Act 1991.

"Representative" means a member who represents an affiliated club at meetings.

"Rule/s" means the following set of principles governing procedural matters of the Association.

"Technical Adviser"

means a person approved in writing by the Operations Manager or his delegate to:

- (a) provide advice and guidance in rotorcraft construction to Association members;
- (b) undertake stage inspections of gyroplanes under construction by Association members; and
- (c) assess that a rotorcraft under inspection has been constructed using sound engineering practices and meets the appropriate airworthiness standard requirements.

"The Board" means the committee elected to manage the affairs of the Association.

Throughout the Rules words importing the masculine shall mean and include the feminine, words importing the singular shall include the plural, and words importing persons shall include corporations and vice-versa.

-oOO **RULES** Ooo -

-oOO **PART II - MEMBERSHIP** OOo-

**2. Membership Qualifications.**

Any of the following shall be qualified to be members of the Association:

- a. Persons, whether or not a member of a rotorcraft club, as defined in this Constitution.
- b. Rotorcraft Clubs as defined in this Constitution.
- c. Persons upon whom the Board has conferred Honorary or Life Membership.

**3. Nominations for membership.**

- (1) Persons or Rotorcraft Clubs desiring to become members of the Association shall make application in writing in accordance with the requirements of the Board as prescribed from time to time. The applicant shall become a member upon satisfying those requirements and having paid the relevant subscription to the Association or its authorised agent.
- (2) The Board, any Affiliated Rotorcraft Club or any member may nominate any person to be an Honorary Member or any member to be a Life Member of the Association.
  - a. Such nominations shall be submitted to a meeting of the Board and if approved by not less than seventy five per cent of the Board members present the nominee shall become an Honorary or Life Member.
  - b. The duration of Honorary Membership may be for life or for such shorter period as may be determined by the Board.
  - c. Honorary or Life Members shall not be required to pay the annual subscription prescribed by the Board.
- (3) Any Association, Club, Incorporated Body or Company wishing to become an "Affiliated Rotorcraft Club" as provided under rule 2 of this Constitution shall complete and lodge with the Association an application to affiliate, substantially in the form and to the effect of the Application to Affiliate prescribed in the By-Laws.

**4. Membership entitlements** are not transferable

**5. Cessation of membership**

Membership of the Association shall terminate:

- (1) Through non payment of subscriptions as provided in Rule 7(4), or,
- (2) If the member is expelled pursuant to Rule 9(2b), or,

- (3) If the member dies or being a Club enters into liquidation or is wound up or dissolved, otherwise than for the purpose of reconstruction.
- (4) Upon termination of membership as provided in the previous Rule or otherwise, the Registrar shall cause a dated entry to be made in the Register of such termination.

#### **6. Resignation of membership – notice of**

- (1) Resignation of membership of a Member of the Association shall be notified to the Association in writing, and such resignation shall become effective one calendar month after receipt of the notification provided that the resignation is not revoked within the aforementioned one calendar month.

#### **7. Fees, subscriptions & insurance**

- (1) The subscription and fees payable by any member shall be such as the Board may from time to time prescribe, and in a mode that may be prescribed by the Board.
- (2) The Board may levy additional contributions from time to time as required for the conduct of the Association's business.
- (3) ASRA membership runs on a calendar year basis with expiry at end of 31 December each year unless renewed. It is the sole responsibility of each individual member to ensure that their membership is renewed before membership expiry. Members who fail or forget to renew their membership before expiry automatically lose the legislative coverage of the CAO 95 exemption (or CASR Parts 103 and 149) in relation to flying activities, rendering themselves liable to CASA enforcement action (such as penalty and infringement notices) and/or CDPP prosecution (ie, a court summons) for any gyroplane flights made while unfinancial. Flying activities cannot be resumed until the overdue member receives written or email confirmation that their late renewal application has been processed by the Registrar. Failure to renew a membership by 31 March will result in automatic termination of membership.

#### **8. Member's liabilities**

The liability of a member to contribute towards the payment of the debts and liabilities of the Association or the costs, charges and expenses of the winding up of the Association, is limited to the amount, if any, unpaid by the member in respect of membership of the Association as required by rule 7.

#### **9. Disciplining of members**

- (1) Flying matters – see Operations Manual
- (2) Discipline other than flying matters – where the Board is of the opinion or where it appears to the Board that a member of the Association;
  - a. has refused or neglected to comply with or has been reckless as to whether or not he has complied with any rule or By-Law of the Association, or
  - b. has acted in a manner prejudicial to the Association, then:-

The matter will be placed before the Board to determine by resolution whether action against the member is warranted and if so determine what action should be taken.



The powers of the Board include suspension and/or cancellation of any or all of the member's privileges, ratings or membership of the Association or any combination of the above.

**10. Right of appeal of disciplined member**

- (1) On flying matters, see Operations Manual
- (2) In matters other than flying matters, a member has a right of appeal, in writing, to the ASRA Board within 7 (seven) days of the decision being notified to the member, by lodging with the Secretary a notice to that effect.
- (3) On receipt of notice under subrule (2), the Secretary shall notify the Board which shall meet at the earliest convenient time to determine the matter.
- (4) Subject to section 50 of the Act, at a meeting of the Board meeting convened under subrule (3) -
  - a. The question of the appeal shall be the first item of business to be discussed at the meeting;
  - b. The Board and the member shall be given the opportunity to make representations in relation to the appeal orally or in writing, or both; and
  - c. The Board members present shall vote by secret ballot on the question of whether the resolution made under subrule (9) should be confirmed or revoked.
- (5) If the Board passes a special resolution in favour of confirmation of the resolution made under subrule (9), that resolution is confirmed
- (6) In all cases of appeal, the decision of the Board is final.
- (7) Section 50 of the Act provides that the rules of natural justice be observed within the determination of disputes within incorporated associations. For the purposes of this section, the principles of natural justice shall include but not necessarily be confined to:
  - a. that the member liable to disciplinary action be fairly appraised of what is alleged against them;
  - b. that the member liable to disciplinary action must have a fair opportunity to bring forward material to correct or to controvert any allegation made against them.
- (8) For specific disciplinary procedures members are to refer to the **ASRA Disciplinary Procedures Handbook** (April 2007).

**11. Powers of the Board**

- (1) The Business of the Association shall be managed by the Board which may exercise all of the powers of the Association.
- (2) As provided for by the governing Act, the following classes of persons are disqualified from being appointed to the ASRA Board:
  - a. any person who has been convicted of offences in the promotion, formation or management of a body corporate;
  - b. any person who has been convicted of offences involving fraud and dishonesty punishable by imprisonment of three months or more;
  - c. any person who is insolvent under administration within the meaning of the Corporations Act.
- (3) Persons appointed to the ASRA Board **must**:
  - a. always act in good faith with the interests of the Association paramount;
  - b. exercise reasonable care and diligence;
  - c. not make improper use of Association information;
  - d. not make improper use of a Board position for personal or political gain;
  - e. to act with loyalty to the Association;
  - f. disclose to the Board any direct or indirect pecuniary interest that they have in a contract (or proposed contract) that the Association is or may be a party to; and
  - g. to observe the following priorities in dealings:
    - 1) to maintain the confidentiality of Board deliberations unless explicitly authorised by the majority of the Board to disseminate specific information to other persons, corporations or authorities; and
    - 2) to hold the interests of members or the individual interest of any single member of the Association as paramount except where those interests are in direct conflict with a contractually delegated CASA regulatory function.
  - (3) Subject to these Rules, the Board convenes for the dispatch of business, adjourn or otherwise regulate its meeting as the Board determines.
  - (4) The Secretary and Treasurer shall act as Trustees for assets and funds of the Association and shall hold the same upon trust for the Association in accordance with this Constitution.
  - (5) The President, Vice - President, Secretary and Treasurer shall form the Executive of the Association and shall be responsible for all matters relating to the affairs of the Association whenever the Board is not meeting and subject to any decisions of the Board, shall make all decisions necessary in

relation to the Association's business and shall act in the case of emergency.

- (6) The Board shall appoint the Association Public Officer being domiciled within the Australian Capitol Territory, to submit, transmit and receive on behalf of the Association, documents as required by Laws of the Commonwealth under which the Association operates.
- (7) Other than as may be required by law, no Board Member shall enter into any contract, business or arrangement on behalf of the Association other than that required by his office, (in which case, the nature of the business or interest must be disclosed by such Board Member in writing to the Secretary).
- (8) A Board Member may not vote or be present during voting in respect of any contract, business or arrangement with the Board in which he has a direct financial interest.

## **12. Constitution and Membership**

- (1) The Board shall consist of not less than seven (7) members, of which five (5) shall constitute a quorum of the Board.
- (2) Once elected, each Board Member shall be elected for a period of one year but shall remain a Board member until he is re-elected or his successor is elected or he resigns or is removed from office.
- (3) No Board Member shall receive financial remuneration for carrying out their elected duties.

## **13. Election of Board Members**

- (1) Voting for positions on the ASRA Board shall be held annually by the membership on a one member - one vote system.

## **14. Secretary**

The Secretary shall carry out and perform all secretarial functions of the Association and shall maintain a proper record of all the affairs of the Association including any correspondence, minutes and other papers.

## **15. Treasurer**

- (1) The Treasurer shall maintain a true and complete record of the financial and business affairs of the Association and shall pay all authorised accounts and receive and bank all monies and securities for the Association.
- (2) The Treasurer shall at each Annual General Meeting of the Board present a budget or forecast of the financial requirements of the Association for the coming year.

## **16. Vacancies**

For the purposes of these rules, a vacancy in the office of a member of the Board occurs if the member

- a. dies;

- b. ceases to be a member of the Association;
- c. resigns the office;
- d. is removed from office pursuant to rule 17;
- e. becomes an insolvent under administration within the meaning of the Corporations Law;
- f. suffers from mental or physical incapacity;
- g. is disqualified from office under subsection 63 (1) of the Act; or
- h. is absent without the consent of the committee from all meetings of the committee held during a period of 6 months.

#### **17. Removal of Board Members**

The Association in general meeting may by resolution, subject to section 50 of the Act, remove any member of the Board from the office of member of the Board before the expiration of the member's term of office.

#### **18. Board meetings and quorum**

- (1) The President shall act as Chairman for all meetings and shall determine subject to this Constitution any matters in dispute regarding proceedings at any meeting of the Board or the Executive and shall act as spokesman for the Association and assist the formulation of policy.
- (2) If the President is not present, at the time appointed for a Board meeting, the Vice President will become the Chairman. If the Vice President is also absent the Board shall choose one of its number to be Chairman of that meeting.
- (3) Should a Board Member for any reason be unable to carry out his duties, the Board may nominate an alternative to attend meetings in his stead. Such alternative Board Member shall hold office only for the period during which the Board Member for whom he is the alternative holds office.
- (4) The Secretary of the Association shall notify the membership as soon as practicable of the 'alternative Board Member'.

#### **19. Delegation by the Board to a Rotorcraft Club or Sub Committee**

- (1) The Board may, by instrument in writing, delegate to one or more sub-committees (consisting of such member or members of the Association as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the Instrument, other than:
  - a. this power of delegation, and
  - b. a function which is a function imposed on the Board by the Act, by any other law of the Territory, or by resolution of the Association in general meeting.
- (2) Any delegation by the Board may, from time-to-time, be revoked or varied as the Board may determine.
- (3) A function, the exercise of which has been delegated to a Rotorcraft club or a sub-committee under this rule may, while the delegation has not been revoked, be exercised from time-to-time by the Rotorcraft club or sub-committee in accordance with the terms of the delegation.

- (4) A delegation under this rule may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.
- (5) Notwithstanding any delegation under this rule, the Board may continue to exercise any function delegated.
- (6) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Board.
- (9) The Board may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- (10) A sub-committee may meet or adjourn as it thinks proper.

## **20. Voting and decisions**

- (1) At Board meetings the voting power of a Board Member shall be one (1) per Board Member present at the meeting, (Together with the written pre-notified proxies on the matter on hand).
- (2) On matters of appointment the voting power of Board Members shall be one (1) vote per Board Member present at the meeting. (Together with the written pre-notified proxies on the appointment in hand).
- (3) Questions arising at any Board meeting shall be decided by a majority of the votes as per the Rule 20. (1).
- (4) A resolution by electronic means, excluding alterations to the Constitution, approved by Board Members representing at least fifty one (51) per cent of the total votes which may be cast if a meeting were to be held, shall be valid and effectual as if it had been passed at a Board meeting duly called and constituted.
- (5) The Board may, subject to these Rules, make By-Laws for conducting its own proceedings and general management of the Association's affairs.
- (6) By-Laws so made shall be notified to the members and shall take effect forthwith upon such notification being given.
- (7) By-Laws so made may be repealed, varied or added to at any time and from time to time by the Board.
- (8) All acts done by any Board meeting or Board Member representing the Board shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or election of any such Board or Board Member was disqualified, be as valid as if every person had been duly elected and duly qualified.
- (9) Any decisions of the Executive or of the Board made in accordance with this Constitution shall be binding on all members and shall take effect notwithstanding any inconsistency with any decision of or any By-Law or Constitutional provision of any member Club or Association.
- (10) Board Members and other Officers and Agents of the Association shall be indemnified by the Association against costs, charges, losses, damages and expenses incurred in the execution of their respective offices.
- (11) No Board Member or other Officer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or for any loss, damage or whatever which may happen in the execution of his duties or in relation thereto unless the same happen through his own wilful act, neglect, default or dishonesty.

## -oOO PART IV - MEETINGS OOo-

### **21. Annual General Meetings - Holding of**

- (1) One meeting of the Board each year shall be the Annual General Meeting.
- (2) The Board shall convene an Annual General Meeting during the month of September in each year, or at any other time decided by the Board to be in the best interest of the Association, as long as that time is within 5 months of the expiration of the financial year.

### **22. Annual General Meetings - Calling of and Business at**

- (1) The order of business at each Annual General Meeting shall be:
  - a. Opening of the meeting and receipt of apologies.
  - b. Minutes of the last Annual General Meeting.
  - c. Business arising out of the last Annual General Meeting.
  - d. Presentation of Annual Reports by the President, Secretary and the Treasurer.
  - e. Business arising out of Annual Reports.
  - f. Determination of a budget and contributions for the forthcoming year
  - g. General Business.
  - h. Any motion to amend the Constitution.
  - i. Newly elected Board assume office and control of the meeting.
  - j. Close the Annual General Meeting.
- (2) The newly elected Board shall hold its first meeting and appoint and confirm appointment of members of the Association to supplementary administrative, liaison and operational management positions as required by the By-Laws.
- (3) The newly elected Board shall also appoint from the members of the Association delegates, where required, to any organisations with which the Association is affiliated.

### **23. Meetings - calling of**

- (1) The Board may convene a General Meeting of the Association whenever it is required.
- (2) The Board may convene a Board Meeting as often as is required for the transaction of the Association's business.
- (3) Board Meetings may be conducted by electronic means.
- (4) All Board Meetings are open meetings unless otherwise specified.

### **24. Meetings - notice of**

- (1) Except where the nature of the business proposed to be dealt with at a meeting requires a special resolution of the Association, the Secretary shall, at least 14 days before the date fixed

for the holding of the meeting, cause to be published a notice specifying the place, date and time of the meeting.

- (2) Where the nature of the business proposed to be dealt with at a meeting requires a special resolution\* of the Association, the Secretary shall, at least 21 days before the date fixed for the holding of the meeting, cause to be published a notice specifying the place, date and time of the meeting, and specifying in addition the proposed wording change to the Constitution and the intention to propose the resolution as a special resolution. (\*see Part.1 – Interpretation)

## **25. Board Meetings - Procedure and Quorum**

- (1) No item of business shall be transacted at a Meeting unless a quorum of members entitled under these rules to vote is present during the time the meeting is considering that item.
- (2) Five (5) members present in person (being members entitled under these rules to vote at a Board Meeting) constitute a quorum for the transaction of the business of a Board Meeting.
- (3) If within half an hour after the appointed time for the commencement of a Board Meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to such a time date and place that the Board thinks appropriate.
- (4) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than three (3) shall constitute a quorum.
- (5) **Minutes.** The Secretary shall email the minutes of any Board Meeting to all the Board members as soon as is practicable after the meeting. Once a majority of the Board members have approved the minutes, they shall be receivable as prima facie evidence of the matters stated in such minutes.
- (6) As soon as practicable after each Board Meeting, the Secretary shall cause the minutes to be sent to the President, each Board Member and the Editor (For inclusion in the next official Association Magazine - Gyro News.) a copy of the minutes of such meeting, including the names of the Clubs represented, the names of their representatives and assistants, the names of any other persons present and their role, and any proxies received.

## **26. Presiding Member - [Refer to Part III, 18.(1) and 18. (2)]**

## **27. Adjournment**

- (1) The person presiding at a meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- (2) Where a meeting is adjourned for 14 days or more, the Secretary shall give written or oral notice of the adjourned meeting to each member of the Association stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- (3) Except as provided in sub rules (1) and (2), notice of an adjournment of a meeting or of the business to be transacted at an adjourned meeting is not required to be given.

## **28. Decisions – making of**

At a meeting of the Association, a poll may be demanded by the person presiding or by not less than three (3) members present in person or by proxy at the meeting.

## **29. Voting**

- (1) Subject to sub rule (3 below), upon any question arising at a meeting of the Association, a member has one vote only.
  - (2) All votes shall be given personally or by a signed voting slip relevant to the matter at hand, or by proxy (where the member is precluded for legitimate reasons from attending the meeting), but no member may hold more than three proxies.
- Note - In the case of Special Resolutions, voting may be a signed voting slip forwarded to an appointed Returning Officer prior to the advised meeting.
- (3) In the case of equality of votes on a question at a meeting, the person presiding is entitled to exercise a second or casting vote. Should he choose not to exercise that right, the motion shall be lost.

## **30. Proxies - appointment by**

- (1) Proxies and Postal Votes will be accepted for all matters requiring the members vote. Proxies shall only be valid if notified to the Secretary at least twenty four (24) hours prior to the commencing time of the meeting in respect of which the proxy is appointed.

No member may hold more than three (3) proxies. Postal Votes and Facsimile will only be valid if they are received by the Secretary or Returning Officer and (a) post marked (b) Facsimile printed or (c) Emailed no later than the closing date of that particular vote. The Forms for registering Proxies or Postal/Facsimile/email Votes are published in the Appendix.

## **-oOO PART V - MISCELLANEOUS OOo-**

## **31. Funds - Source**

- (1) The Funds of the Association shall be derived from Annual Subscriptions of Members and, subject to Section 114 of the Act, such other sources as the Board determines.
- (2) The Association Membership Year shall commence on the first day of January and the end on the thirty first (31) day of December of each year.

## **32. Funds – management of**

- (1) The Board shall appoint such Auditor or Auditors as it may from time to time determine.
- (2) All monies received by the Association shall be deposited as soon as practicable and without deduction to the credit of the Associations Bank Account.



- (3) The Association shall, as soon as practicable after receiving any money, issue an appropriate "official" receipt.
- (4) All Cheques, Drafts, Bills of Exchange, Promissory Notes and other negotiable instruments shall be signed by any two (2) members of the Board or Employees of the Association authorised to do so by the Board.
- (5) All reasonable expenses incurred by the Board in the conduct of the affairs of the Association and duly vouched for shall be met by the Association.
- (6) The Financial Year of the Association shall commence on the first (1) day of July each year and terminate on the Thirtieth (30) day of June in each year.
- (7) The Income and Property of the Association shall be applied solely toward the promotion of the Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or in any other manner whatsoever by way of profit to members of the Association, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any Officer or Servant of the Association or to any member thereof in return for any services actually rendered to the Association and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Board Member, except payment of out-of-pocket expenses and compensation for work other than their elected duties.

**33. Objects and Rules - alteration of**

- (1) No alterations may be made to this Constitution except by Special Resolution, as defined in Part 1 – Interpretation.

**34. Common Seal**

- (1) The Common Seal of the Association shall be kept in the custody of the Secretary.
- (2) The Common Seal shall not be affixed to any instrument except by the authority of the Board and the affixing of the Common Seal shall be attested by two (2) members of the Board.

**35. Books - custody of**

- (1) Subject to the Act, the Regulations and these Rules, the Secretary shall keep in his custody or under his control all records, books and other documents relating to the Association.

**36. Books - inspection of**

- (1) The Records, Books and other documents of the Association shall be open to inspection by any member of the Association and at any reasonable hour, and at the convenience of the person holding those Records, Books etc.

**37. Notices - service of**

- (1) A member will be served notice as required by these rules as soon as is practicable by the quickest and/or the most convenient means available.
- (2) In any case, a hard copy will be sent via pre-paid ordinary post to the members address appearing in the Register. A Notice given by post shall be deemed to have been duly given at the expiration of seven (7) days after posting. Where given

electronically, the notice shall be deemed to have been served at the expiration of 24 hours.

**38. Property - surplus**

- (1) At a meeting of the Association, the Association shall pass a special resolution nominating;
  - a. another Association for the purpose of paragraph 92 (1) (a) of the Act; or
  - b. a fund, authority or institution for the purpose of paragraph 92 (1) (b) of the Act, in which it is to vest its surplus property in the event of the dissolution or winding up of the Association.
- (2) An Association nominated under paragraph (1) (a) must fulfill the requirements specified in subsection 92 (2) of the Act.

**39. Dissolution - funds**

- (1) If the Association is wound up by Special Resolution, with conditions as set out for Alteration to the Constitution in Rule 33, the surplus assets after payment of the Association's liabilities and the expenses of winding up, shall be distributed, given or transferred to such other Institutions, Societies, Associations or Clubs having similar objectives to those of the Association and whose Constitution or Memorandum of Association prohibits the distribution of its or their income and property amongst its members to an extent at least as great as is imposed by the Association's Constitution; such organisation or organisations to be determined by the members of the Association at or before the time of Dissolution and in default, by application to the Supreme Court of the Australian Capital Territory.

**End.**

OFFICE USE ONLY
Joined/Paid
Receipt No

## APPENDIX 1



# AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION INC

ABN 53 412 417 012

## F009 APPLICATION FOR MEMBERSHIP OR RENEWAL OF MEMBERSHIP 2017

(APPLICATION PERIOD JULY 2016 – END OF JUNE 2017)

### YOUR MEMBERSHIP FEE ENTITLES YOU TO RECEIVE QUARTERLY ISSUES OF GYRO NEWS

Cheque or Money Order made payable to ASRA Inc. EFT payment details BSB 032524 ACC 165988

**Address:** ASRA Registrar, PO Box 3070 Mandurah East WA 6210. [registrar@asra.org.au](mailto:registrar@asra.org.au)

All documentation can be downloaded from the ASRA Website [www.asra.org.au/](http://www.asra.org.au/)

### APPLICANT'S PARTICULARS

Member No (if renewing)	A	Given Names	Family Name		
Postal Address		City	State	P/Code	
Street Address		City	State	P/Code	
Occupation		Date Of Birth		/ /	
Phone Private	Phone Business	Mobile		Facsimile	
Email					

### NEXT OF KIN PARTICULARS

Given Names	Family Name			
Address	City	State	P/Code	
Phone Private	Phone Business	Mobile	Facsimile	

### MEDICAL DECLARATION

**The Medical standard for Pilots flying solo in ASRA Rotorcraft is equivalent to those required to obtain a Motor Vehicle Drivers Licence in Australia. This declaration is to be completed by all members before flying as a Pilot or Student Pilot in an ASRA-registered Rotorcraft**

**NOTE:** Pilots who are unable to sign the declaration must complete ASRA Form F011 Section B.

Pilots who intend to instruct or carry passengers must complete ASRA Form F010 Medical Examiners Certificate (both forms are available from the Registrar or the ASRA website)

This medical certification must be undertaken at least every 4 years for persons under 40 years of age, and every 2 years for those over 40 years of age. Specific conditions may require more frequent certification and under certain circumstances "for cause" examinations may be required.

I declare truthfully that I am not taking Insulin for the control of Diabetes, and I do not now, and have never suffered from the following:

Epilepsy, Fits, Severe Head Injury, Recurrent Fainting, Giddiness, Blackouts, Uncontrolled High Blood Pressure, Previous Heart Disease, or any condition that could be considered to be detrimental to the safe operation of a Gyroplane.

I further agree that, in the event of my contracting, suspecting or being advised of any of the above conditions, I will cease flying immediately until I have obtained Medical Certification (F011- section B) that it is safe to continue flying.

Signature:

.....

Guardians Signature:

(for persons under 18 years)

.....

**Continue over**

## Renewing Members Only

**All ASRA Pilot Certificate holders are required to complete this section in order to comply with CASA requirements**

**LOGGED HOURS FLOWN IN ASRA OPS – 1ST JULY 2015 to 31ST JUNE 2016 (Whole hours only please)**

INSTRUCTORS ONLY		PILOTS / STUDENTS ONLY	
Gyroplane (G) Pilot	..... hrs	Gyroplane (G) Pilot	..... hrs
Gyroplane Instruction	..... hrs	Gyroplane Student	..... hrs
Gyroglider Instruction	..... hrs	Gyroglider Student	..... hrs
Search & Rescue	..... hrs	Search & Rescue	..... hrs
Current Lifetime Accumulated Hrs	..... hrs	Current Lifetime Accumulated Hrs	..... hrs

### CONTRACT OF MEMBERSHIP

**WARNING: ASRA ROTORCRAFT FLYING IS UNDERTAKEN ENTIRELY AT YOUR OWN RISK.**

I, (name) \_\_\_\_\_ hereby apply for membership or renewal of membership of ASRA.

- I acknowledge that this is a contract for ASRA membership only, and not a contract for recreational services, professional services, or goods and that ASRA membership will entitle me to enjoy the benefit of flying under various CASA Exemptions.
- I acknowledge that I have read and understand ASRA By-Law 2010-01 (the ASRA Enforcement Scheme) and understand that it is now a strict condition of membership of ASRA that I agree to comply with the Enforcement Scheme, and I do so agree.
- I acknowledge that neither CASA nor ASRA certify the airworthiness of rotorcraft on the ASRA rotorcraft registers.
- I acknowledge that because ASRA is not a professional airworthiness certification entity, that the only practical means ASRA has of indirectly controlling airworthiness is through the development and application of rotorcraft Construction Standards.
- I acknowledge that I will be flying in ASRA registered rotorcraft at entirely my own risk.
- I acknowledge that the basic ASRA insurance covers 3rd parties only (such as property owners or passengers) and does not cover injury to myself or damage to my gyroplane. I also acknowledge that the basic level of 3rd party insurance cover is capped at \$1 million, which might be regarded by many as being potentially inadequate. I also understand that I may be able to arrange a greater amount of 3rd party coverage and possibly coverage for myself (personal cover) and my gyroplane ("hull" insurance) in direct consultation with ASRA's insurers, any such application being assessed on a case-by-case basis and most likely involving a significantly increased premium.
- I hereby solemnly and sincerely declare and affirm that ASRA and its officers will not be named as defendants or joined into any action or legal proceeding commenced by me either during or after the period of my membership and I declare and direct that my dependents, administrators or executors shall be similarly bound.

**I declare that I fully understand these 7 membership conditions and agree to be bound by them.**

Applicant signature ..... Date .....

Please tick the box if you **don't** want the release of your membership details to other members? ☐

Do you hold Civil Aviation Authorities issued by another Organisation or Government Department? Yes ☐ No ☐

If YES, have any of these Authorities been suspended or cancelled in the last 10 (ten) years? Yes ☐ No ☐

I, the witness, watched the applicant insert his/her name above, read the 7 terms, and sign the contract of membership.

Witness signature ..... Date .....

WITNESS print name and address .....

**2017 Membership Fee (includes third party liability insurance – see [www.asra.org.au](http://www.asra.org.au) for details)**

(Tick appropriate box) **DO NOT SEND CASH**

All members holding (No Passenger Endorsement) <input type="checkbox"/> \$206	All members holding (Passenger Endorsement) <input type="checkbox"/> \$316	All members holding Instructor rating or higher <input type="checkbox"/> \$536
	Temporary Membership (overseas applicants only) (includes Student Pack) <input type="checkbox"/> \$199 For 3 Months <input type="checkbox"/> \$251 For 6 Months	Life or Honorary Membership (No Passenger Endorsement) <input type="checkbox"/> \$110
2016-2017 New membership (includes Student Pack) <input type="checkbox"/> \$405 (Membership expires 31 <sup>st</sup> Dec 2017)	Temporary Membership (overseas applicants only) (No Student Pack) <input type="checkbox"/> \$103 For 3 Months <input type="checkbox"/> \$155 For 6 Months	Life or Honorary Membership (With Passenger Endorsement) <input type="checkbox"/> \$220
		Life or Honorary Membership (Instructors or higher) <input type="checkbox"/> \$440

## Appendix 2

Affiliation Application/Renewals can be made on the form in  
Appendix 1



## Appendix 3

Form of Appointment of Proxy can be found in the By-Laws  
Appendix 1



## AUSTRALIAN SPORT ROTORCRAFT ASSOCIATION

incorporated

### **BY – LAWS**

The following By-Laws **must** be read in conjunction with the ASRA Inc. Constitution

#### **INTRODUCTION**

The By-Laws in Sections 1 - 17, have been approved by the ASRA Inc. Board - **Date of Approval 17<sup>th</sup> March 2015** under the authority of Section C.7 and C.8 of the ASRA Constitution for the purpose of further understanding and clarification of the Constitution.

CONTENTS	REFERENCE	PAGE
<b>PART I - PRELIMINARY</b>		
Board Responsibilities	B.1&2-C.4	4
<b>PART II - MEMBERSHIP</b>		
Membership	3.1 – 5.5	4
Fees / Subscriptions / Insurance / Levies	7.1 – 7.2	5
Misconduct	9.	5
<b>PART III – THE BOARD</b>		
ASRA Executive Powers	11.4	6
Public Officer	11.5	6
ASRA Incorporated Board	11.6, 13.1 - 19.b	6
Voting Decisions	20.3 – 20.4	8
By-Laws Notification / Alteration	20.5 – 20.7	8
<b>PART IV - MEETINGS</b>		
Board Meetings	22.2 – 25.6	9
Voting / Proxy	29 – 30	9

<b>PART V - MISCELLANEOUS</b>		
Financial Matters	32 – 32.5	10
Common Seal/ Custody of Documents	34 - 35	10
Inspection of Books	36	11





[illegible]

## **PART I - PRELIMINARY**

### **B.1&2 Board Responsibilities**

The Board shall be responsible to the CASA, for insuring that Gyroplanes are operated in accordance with the Regulations, Orders and Advisory information which governs the conduct of Civil Aviation in Australia.

### **C. 4 The Board shall appoint an Operations Manager for the control of Gyroplane operations. Nominations for Operations Manager shall be called for as and when required.**

Any non-routine decisions by the Operations Manager shall be valid, and will be ratified or otherwise by the Board, either by email or at the next Board Meeting"

The Board will appoint a delegate to other organisations as is necessary.

## **PART II - MEMBERSHIP**

### **3.1 Nominations for Membership**

A Club can become a member of the Association by Affiliation but does not have voting rights at ASRA Inc. Board Meetings.

Any member may vote at General Meetings.

### **3.2 Honorary and Life Members**

- a. Life memberships may be awarded by the Board to members for exceptional voluntary service.
- b. Honorary Membership may be awarded by the Board to any person/s acting as appointees of the Board, for the duration of their appointment. Their privileges will be identical to ordinary members. The duration will be for such period as the Board shall determine.
- c. A nominee must not be present during any deliberations on this subject.

### **4.0 Membership entitlements.**

#### Membership Applications – For

- a. Person - Shall be made on the Association's Application / Renewal Form.
- b. Affiliated Club - Shall be made on the Association's Application / Renewal Form.
- c. Indemnity – To be Signed by ALL Members including the authorised officer of an Affiliated Club.

**5.5 Members expelled**

- a. Any member divulging information from the ASRA's records without Board permission, may be expelled from the ASRA (except that Board members or appointees may use such information only as far as is necessary for them to fulfill the requirements of their job descriptions).
- b. Any member using the ASRA recorded information for his/her own political/private use without the ASRA Board's consent, may be expelled from the ASRA.

**7.1 Fees, Subscriptions & Insurance**

Due on or before December 31<sup>th</sup> each year.

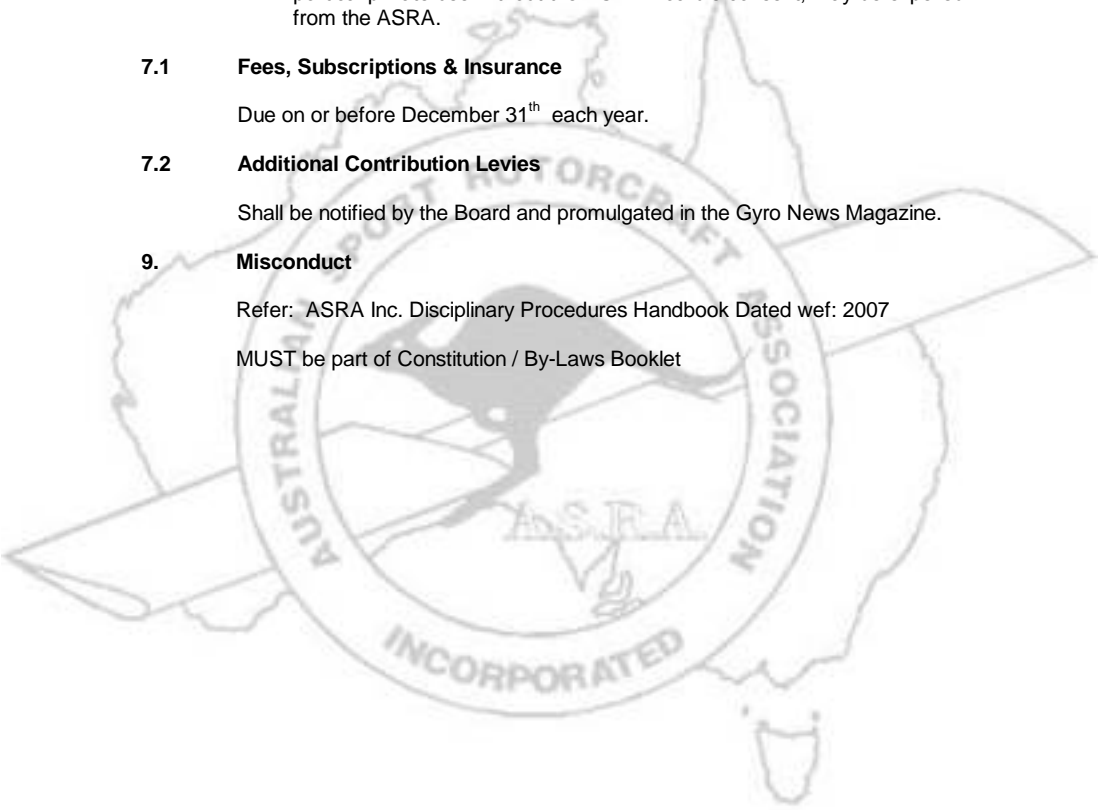
**7.2 Additional Contribution Levies**

Shall be notified by the Board and promulgated in the Gyro News Magazine.

**9. Misconduct**

Refer: ASRA Inc. Disciplinary Procedures Handbook Dated wef: 2007

MUST be part of Constitution / By-Laws Booklet



### **PART III – THE BOARD**

#### **11.4 Powers and Duties of the Executive**

- a. The Executive shall superintend and conduct the day to day business of the Association.
- b. It shall be the duty of the Executive to carry into effect the directions of the Board and also to maintain the provisions of the Constitution and By-Laws.
- c. The Executive shall exercise such further powers as may from time to time be delegated to it by the Board.
- d. Notwithstanding anything hereinbefore contained the Executive shall be subject to any direction that may be given by a majority of the Board but no such direction shall invalidate any prior or otherwise valid action of the Board.

#### **11.5 Appointment of Public Officer**

- a. A copy of the letter appointing the ASRA Inc. Public Officer shall be held in trust by the ASRA Secretary.
- b. Where the appointed Public Officer is not an ASRA Inc. Member, he/she shall be appointed an Honorary Member in accordance with Part 2.-2 of the Constitution.

#### **11.6 Board Member's Confirmation when arranging Transactions**

All transaction details must be verified by the ASRA Board prior to arrangements for payment for any service or consultation fee.

#### **13. 1 Election of Board Members**

- a. Cut off date for Nominations for Board positions shall be notified in the Gyro News Magazine.
- b. Voting forms will be distributed to all members by Australia Post or the Gyro News Magazine.
- c. Poll closure date shall be stated on the voting forms, published in the Gyro News Magazine and on the ASRA website at [www.asra.org.au](http://www.asra.org.au). Voting Forms received by the Returning Officer up to 14 days after the poll closure date, but postmarked on or before that date will be considered.
- d. Voting shall be conducted by ballot and returned directly to the Board nominated returning officer.
- e. Voting may be done electronically when the system makes provision for it.

**14        Secretary's responsibilities** (see Position Description - Secretary)

A copy of all ASRA correspondence that requires Board action or determination, must be immediately copied to the ASRA Board.

**15.       Treasurer's Responsibilities** (see Position Description - Treasurer)

An Assets Register must be provided and held by the Treasurer for the location and trustees of the valuable and attractive items owned by ASRA Inc.

**16.       Vacancies**

In the case of a vacancy, temporary or permanent, the Board may nominate a suitable alternative to fill the vacancy either temporary or until an election or the next annual election. When prior notice of the vacancy is given, the alternate member will immediately be included in all Board business, but will not have voting rights until he assumes office.

**18. 1     President's Responsibilities** (see Position Description - President)

The President will coordinate the efforts of all Board members to enable full utilisation of any resources available.

**18. 2     Vice-President's Responsibilities** (see Position Description - Vice President)

The Vice-President shall be included in all deliberations of the executive, so that he can assume the President's role if required.

**19       Appointment by Board to Committee or Special Project**

- a.    A member appointed to a Board appointed position shall hold that position for such time as the Board shall determine or until the Annual General Meeting of the ASRA Board.
- b.    An appointee shall surrender all ASRA owned items pertaining to the specific task. eg. Equipment, hardware software and 'intellectual property', on completion of the term of appointment.

**20.3 Voting**

Shall be decided by a simple majority of the number of votes cast at a meeting, or in the case of email, the number of votes cast within seven days. In the case of emergency only, the Operations Manager may request an immediate resolution from the Board within 24 hours (If done by phone, a hard copy of the vote for the resolution must be emailed to the Board member and returned to the Operations Manager at the member's earliest convenience).

**20. 4 Board voting** by electronic means – see “AP 006 Email Voting Protocol”

**20. 5 By-Laws Notification**

To be sent out in the GYRO NEWS magazine.

**20. 6 Availability to Members**

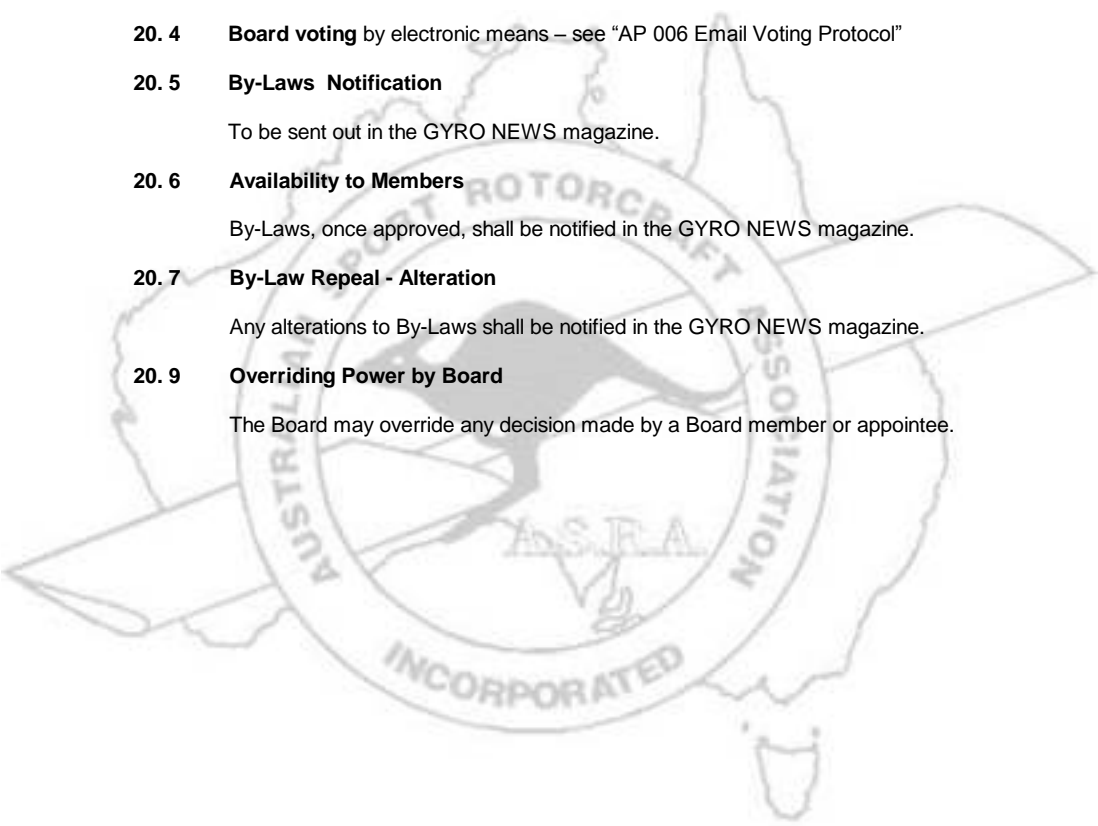
By-Laws, once approved, shall be notified in the GYRO NEWS magazine.

**20. 7 By-Law Repeal - Alteration**

Any alterations to By-Laws shall be notified in the GYRO NEWS magazine.

**20. 9 Overriding Power by Board**

The Board may override any decision made by a Board member or appointee.



## PART IV - MEETINGS

### 22. 2 Board Meetings after AGMs

- a. After closing the AGM, the first Board Meeting of the “new” Board may be conducted to negotiate the ASRA Inc. administrative strategy.

### 22.2 Appointment Communication

- b. (i) Communication of Board Appointments shall be made on an official letter head by the Secretary, detailing responsibilities and appointment date.  
  
(ii) The Secretary shall send the names, email addresses and phone numbers of the President, Secretary and Operations Manager to CASA, Air Safety or any other body that has a legal standing in the operation of the association.

### 25. 5 Signing of Minutes

Prior to publication, (unless objections are raised) the Board members shall verify that the minutes as presented are a true and correct record.

### 25. 6 Recording of Minutes

Hard copy shall be in Secretary's Minutes Book and reprinted in Gyro News Magazine.

### 29. Voting (member's voting, plebiscites or referenda)

Plebiscites may be issued to all financial members either by inclusion in the magazine, mail or by electronic communication methods. Results are returnable to ASRA Inc. Secretary or a Board nominated person. The first received affirmative reply shall be accepted as the seconder of the motion put. Amendments, seconded and lodged in respect of the motion shall be considered by the Board and may subsequently be issued as aforesaid to the membership for consideration and decision prior to declaring the original motion. The final result shall become part of the ASRA Inc. Minutes and appropriate action taken.

### 30. Voting by PROXY

May be made at any Board meeting except where otherwise required by the Constitution. Proxy votes are not acceptable for election of Board members. The proxy shall be hand written on the prescribed Pro-forma – (see Appendix 1).

**PART V - MISCELLANEOUS**

**32. Funds Management of**

- a. All Board members and Board appointees shall submit to the Treasurer of the ASRA a reasonably accurate forecast of their held positions expenditure for the following twelve (12) month period by the 30<sup>th</sup> June each year.
- b. The Association shall account and record all transactions accurately.
- c. Statement of account must be made on demand.
- d. Audited accounts must be presented at the AGM.
- e. All records must be retained for 7 years.
- f. All records must be stored on hard copy and disc, and regular backups of disc copies must be held by the Treasurer and Secretary.
- g. Funds management shall be in accordance with Civil Aviation Safety Authority contract.

**32.4 Signatures on Cheques**

The Treasurer to Co-ordinate the signing of all Cheques and each cheque to be signed by any two approved persons.

**32.5 Board Member Expenses**

- a. Expenses tendered for reimbursement involving bona fide ASRA business shall be forwarded to the Treasurer or a Board nominated representative with all genuine receipts.
- b. Failure to supply receipts may result in rejection of claim/s

**34. The Common Seal**

Shall be surrendered at the AGM or on demand from the Board.

The ASRA Inc. name or logo must not be used on any ASRA correspondence without the express permission of the Board, other than when a Board Officer or appointee is acting in an official capacity as dictated by his office.

**35. Custody of ASRA Inc. documents**

Custody of all ASRA Inc. documents must be surrendered upon standing down from the Board or on termination of appointment.

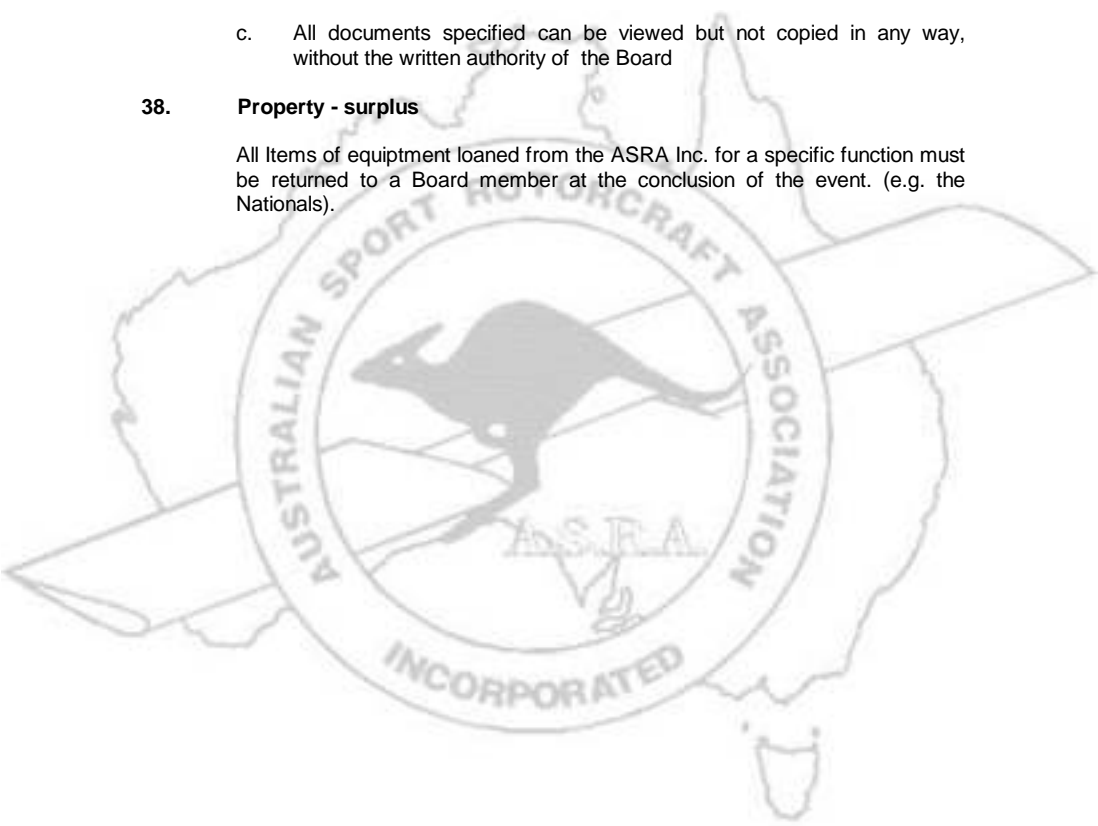


**36. Books - Inspection of**

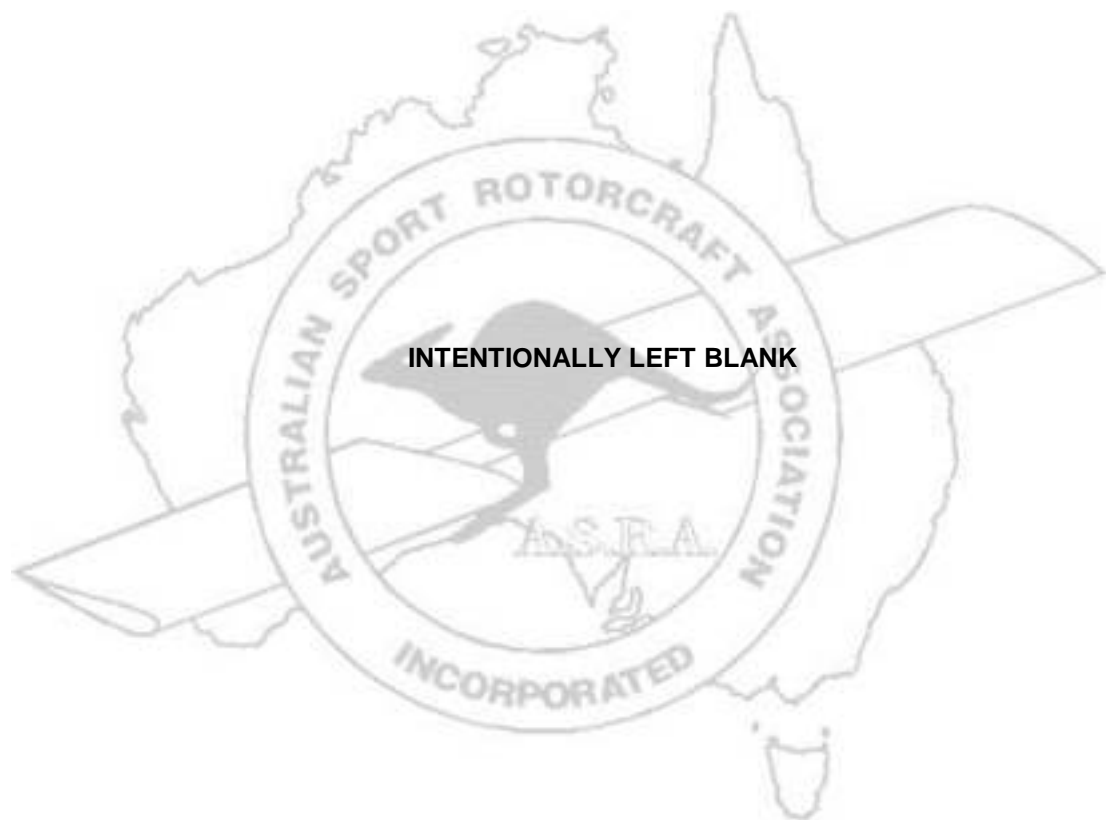
- a. Members requiring Inspection of any documentation shall give prior notice of specific documents required to be viewed.
- b. Inspection is to be arranged at the earliest time that is mutually agreeable to both parties, in any case, within 14 days of receipt of written notification.
- c. All documents specified can be viewed but not copied in any way, without the written authority of the Board

**38. Property - surplus**

All Items of equipment loaned from the ASRA Inc. for a specific function must be returned to a Board member at the conclusion of the event. (e.g. the Nationals).



**INTENTIONALLY LEFT BLANK**



Appendix 1 (rule 30)

**Australian Sport Rotorcraft Association Incorporated**

**Form of Appointment of Proxy**

I, .....

(full name)

Of .....

(address)

being a member of The Australian Sport Rotorcraft Association Inc., hereby  
appoint

.....

(full name of proxy)

of .....

(address)

being a member of that incorporated association, as my proxy to vote for me  
on my behalf at the general meeting of the association (annual general  
meeting or special general meeting, as the case may be) to be held on the  
.....day of .....20 .... and at any adjournment of that meeting.

- My proxy is authorised to vote in favour of/against (delete as appropriate) the  
resolution (insert details).

- *(to be inserted if desired)*

•

.....

Signature of member appointing proxy

Date .....

NOTE: A proxy may not be given to a person who is not a member of the  
association.

# ASRA Enforcement Scheme 2011 (Re-formatted)

## ASRA By-Law 2010-01

### PART 1- PRELIMINARY

#### 1 Explanatory Memorandum

This By-Law has been developed by ASRA at the insistence of CASA and CASA consultants Aerosafe Risk Management Pty Ltd to address the number one risk identified in an Industry Risk Profile undertaken in 2009, namely that: *'ASRA does not have the full spectrum of enforcement options and authority available to enforce both ASRA and CASA standards and requirements'*. In June 2010 CASA advised ASRA that it considered the implementation of an effective enforcement scheme to be an urgent priority. In addition, in general terms, the Deed of Agreement between CASA and ASRA for 2010-2011 (the document that underpins the CASA financial subsidy of ASRA) requires ASRA making effective progress toward rectifying these shortcomings.

The ASRA Board has itself now recognized that the organisation through to late 2010 has never had an easily ascertainable or accessible system of enforcement, and that what processes were in place were overly centralized and overly dependent on the Operations Manager or the cumbersome convening of disciplinary panels long after an event.

#### Key Features of the New Enforcement Scheme

Key features are:

#### **NEW SAFETY DISTANCES**

(1) Section 11 of the new By-Law provides the following minimum safety distances:

- |     |  |                  |
|-----|--|------------------|
| (a) | from the tip path of a rotating rotor:           | <b>10 metres</b> |
| (b) | from the tip path of an engine driven propeller: | <b>5 metres</b>  |
| (c) | from the tip path of a rotating tail rotor:      | <b>10 metres</b> |

(2) Breaches of these minimum distances attract 8 week grounding orders.

#### **NEW SUPPLEMENTARY POWERS FOR ASRA INSTRUCTORS**

(3) Section 9 of the new By-Law solves an obvious problem – that ASRA Instructors have previously not been able to intervene in the operations of full (non-student) pilot certificate holders and, if necessary, exercise operational control. The By-Law provides that if an ASRA Instructor becomes aware that the rotorcraft operations of a member are likely to compromise ground or flight safety, the Instructor can intervene in those activities and – if necessary – exercise operational control up to and including either ordering the member to stay on the ground and not get airborne, or ordering an airborne member to land immediately and not take off again.

(4) Ordering a member to either remain on the ground, or ordering an airborne member to land immediately is called a **Temporary Grounding Order (TGO)**. Temporary grounding orders have a maximum duration of **24 hours**, unless the Instructor concerned has lifted the order or the Operations Manager has lifted the order.

(5) *It should be noted that the imposition of a TGO does not require a Breach of the Enforcement Scheme to have been committed. A TGO is a pre-emptive or preventative process intended to be used when a possibly hazardous situation appears to be developing, and is intended to be used as a “safety valve” to prevent the situation getting worse.*

(6) *It is anticipated that the prospect of being temporarily grounded under a TGO will have a deterrent effect anyway, and is likely to ensure that members will avoid dubious situations developing.*

(7) *Due to the very temporary nature of a TGO, and the fact that a TGO is not to be regarded as a penalty, there is no right of appeal associated with it. The affected member will either have to convince the Instructor concerned that the TGO should be lifted, or convince the Operations Manager that the TGO should be lifted, or simply wait out the 24 hour period.*

(8) *An Instructor cannot impose consecutive TGOs. In other words, successive TGOs cannot be reimposed every 24 hours – this is not the intended purpose of this process. A member can only be the subject of not more than 1 TGO imposed by a single Instructor within a period of 7 days.*

(9) *Note carefully, however, that the ASRA Operations Manager is empowered to impose a TGO of up to 7 days duration – this is intended to take over from an Instructor’s TGO if the potentially hazardous situation is ongoing.*

#### **ASRA ACCIDENT AND INCIDENT INVESTIGATIONS**

(10) *Section 8 of the new By-Law clarifies and enhances the situation relating to ASRA incident and accident investigation, and in particular requires ASRA members to co-operate with ASRA investigations and investigators as a strict condition of membership. Also, members are required to loan rotorcraft components suspected to have been contributory to an accident for specialist inspection and analysis.*

#### **ASRA ENFORCEMENT OFFICIALS**

(11) *Section 7 of the new By-Law specifies that Instructors, TAs, ASRA officials, Airfield Duty Officers and Committee members of ASRA affiliated regional rotorcraft clubs are now all classed as ASRA Enforcement Officials (EOs), substantially increasing the likelihood that an EO will be present whenever or wherever rotorcraft are gathered. EOs are responsible for the preparation of Breach Notices in the new Enforcement Scheme.*

#### **BREACHES**

(12) *A list of 39 breaches of the ASRA Enforcement Scheme has been developed to provide certainty (and deterrence) to members, with readily identifiable penalties and penalty alternatives. (Annexe A to the By-Law).*

#### **2 TYPES OF BREACHES**

(13) *Section 12 of the new By-Law provides that breaches are either ‘**Field Breaches**’ or ‘**Administrative Breaches**’. Field Breaches are intended to be used “on the spot” by EOs to immediately deal with problems as they arise in real-time. Administrative Breaches are used where ASRA becomes aware after-an-event that breaching activity has occurred – this will usually occur where ASRA has been contacted by CASA or other government or local government agency investigating a 3<sup>rd</sup>-party complaint or where it is known that a member has been flying and records are checked revealing that they have not renewed their membership or registration.*

## **2 TYPES OF FIELD BREACHES**

(14) *Field Breaches relate to either a serious rotorcraft technical defect **or** relate to eye witnessed pilot behaviour that either breaches the CASA Exemptions, the CASA Regulation 308 Instruments or the ASRA By-Law itself.*

### **DEFECT BREACHES**

(15) *A Field Breach relating to a serious rotorcraft technical defect has the effect of immediately grounding the particular rotorcraft indefinitely until the defect is satisfactorily fixed to the satisfaction of the EO concerned, or until the Operations Manager or the Technical Manager have lifted the grounding. In other words, the rotorcraft is grounded – not the pilot.*

### **PILOT MISBEHAVIOUR BREACHES**

(16) *A Field Breach for pilot misbehaviour can only be initiated where the breach was directly witnessed by the EO, or where 2 non-EO ASRA members on the ground directly witnessed the breach, or where one airborne non-EO ASRA member directly witnessed breaching activity by another airborne member away from the airfield concerned. This eyewitness requirement is an important safeguard against hearsay or second or third-hand information being used as the basis of a breach. EOs are required to take care that what was witnessed is quickly and accurately summarized in the breach report and must take care to ensure that the witness observations are as reliable as possible. In other words, if the witness evidence is uncertain or confused, then the EO should not initiate the breaching process.*

(17) *Where the evidence appears reliable Where an EO is satisfied that his or her own observations or the witness account or accounts given by others are reliable, the member is required to approach the member complained about and inform them of the allegations made against them. The member being spoken to by the EO is obliged to respond to the EO's inquiries, and depending on the responses given, the EO must then decide to initiate a Field Breach or not.*

(18) *Narrow exceptions caused by necessity Where a rotorcraft is seen by witnesses to breach regulations, a Breach Notice is inevitable except where:*

- (a) *the breaching act was caused by mechanical malfunction (eg, engine failure); or*
- (b) *the breaching act was absolutely necessary to prevent injury or death – this exception is to be construed narrowly: it is no excuse to deliberately place the rotorcraft into a situation that might lead to a breaching act becoming necessary because safety margins have been completely eroded away or because the pilot failed to recognize that a dangerous situation was developing.*

(19) *Strict liability for pilot behaviour breaches The concept of strict liability is familiar to most people from motor traffic law. It simply means that it is irrelevant whether a breach was unintentional and inadvertent or intentional and deliberate. Whether deliberate or unintentional, if the breaching act occurred and was satisfactorily witnessed, subject to the narrow exception (above) a Breach Notice **MUST** be prepared.*

(20) *Deliberate / Non-Deliberate can influence penalty options As a matter of common sense, intentional flouting of the regulations can be readily distinguished from inadvertent lapses in concentration that also happen to breach the regulations. Intentional or deliberate flouting of the regulations will result in penalty options being more limited.*

## **PILOT GROUNDING PERIODS ASSOCIATED WITH BREACHES**

(21) *If the EO does decide to initiate a Field Breach relating to pilot behaviour, the member must be immediately informed once the decision is made, because **all** Field Breaches relating to pilot behaviour by full pilot-certificate holders have automatic grounding for set periods associated with those breaches. Once an EO tells the member that Breaching action is being taken, the EO must clearly tell the member that they are now grounded. With this type of breach it is the pilot – and not the rotorcraft – that is grounded. The member **MUST** comply with the **Breach Grounding Order (BGO)** – substantially increased penalties apply to members who ignore or contravene a BGO.*

(22) Grounding periods      *There are 4 ‘levels’ of grounding, namely:*

- (i)      4 weeks for relatively minor breaches      (Penalty **P4**)
- (ii)     6 weeks for more serious breaches      (Penalty **P3**)
- (iii)    8 weeks for relatively serious breaches      (Penalty **P2**)
- (iv)    12 weeks for the most serious breaches      (Penalty **P1**)

(23) Grounding periods for multiple breaches      *Where a member is written up for multiple breaches, then the most serious breach is to be considered the “base breach” and 50% of the grounding period or periods associated with each of the other breaches is to be accumulated on the “base breach” and on each other breach. For example, consider a hypothetical situation where the ‘base breach’ attracts 12 weeks grounding. Two other breaches each attracting 6 and 8 weeks respectively are written up at the same time. The calculation of grounding time will be 12 weeks + (6 x .5 = ) 3 weeks + (8 x .5 = ) 4 weeks. Total effective grounding time is therefore 12 + 3 + 4 = 19 weeks. It is ASRA policy that accumulation of grounding time is not to exceed 26 weeks in any case, and therefore it can be seen that “throwing the book” at someone becomes fairly pointless after the 26 week total has been reached or exceeded.*

(24) The immediacy of Breach Grounding Orders      *A key feature associated with a Field Breach initiated for pilot behaviour is that the Breach Grounding Order (BGO) commences immediately the member is told by the EO that he or she is grounded. The member remains grounded at least until the penalties are confirmed by the ASRA Board or the Breach or Breaches are dismissed, withdrawn or – if the breach or breaches are unchallenged – when the grounding period expires. It is a strict condition of membership that ASRA members submit to TGOs or BGOs*

## **BREACH PROCEDURE**

(25) Processing of Breaches      *The Breach Report form that EOs use is intended to be hand-written on-the-spot as soon after the breach has been seen. It is important that the eyewitness accounts be summarised accurately as soon after the incident as possible, while the details are fresh in the minds of the witness or witnesses. The member subject of the breach will be given a single page Breach Notice (usually on the spot) which contains the basic details of the breach and lists the various options available to the member. The EO is required to scan and email, or fax, the Breach Report to the ASRA Registrar within **3 days** of the Breach action being commenced. The Operations Manager or his nominee will then contact the member subject of the breach by phone or email and ask whether the member is accepting the breach or breaches or wishes to challenge all or some of them.*

(26) Challenging Breaches      *A member may challenge a Breach by informing the Operations Manager or the Operations’ Manager’s nominee of that fact **not more than 7 days** from the initiation of the breach. An independent **Presiding Member** will then be recruited from within the ranks of members of more than **5 years standing** within the Association. The Presiding Member must not be a personal acquaintance of either the*

*EO concerned, or of the witness or witnesses concerned, or of the member subject of the breach. The EO and the member subject of the breach must agree about who the Presiding member is to be. If, however, the member subject of the breach consistently refuses to agree to any proposed Presiding Member, then the Board may appoint one without the member's agreement.*

(27) *The Presiding Member's role is to either confirm or dismiss the breach under challenge. A **Challenge Hearing** – if there is going to be one – must be held within **14 days** of the breach being initiated. A Challenge Hearing can be convened as a face-to-face in-person hearing, or can be convened as a telephone conference, or as a web-based video conference. It is even possible to conduct a Challenge Hearing by email exchanges only, or by webchat. The exact way the Challenge Hearing is to be conducted is very much a matter for agreement between the member subject of the breach, the EO concerned, the witnesses (if not the EO) and the nominated Presiding Member. ASRA encourages members to utilise the web-based video conference method because nowadays most people have video-equipped computers either within their own homes or readily accessible.*

(28) *The Presiding Member's Role The **Presiding Member** is required to act judicially in accordance with the guidelines in the ASRA Enforcement Manual. What this means is that they are to act without fear or favour, to behave impartially, to behave decisively, and to conduct the hearing in the manner prescribed. They are to ensure that the eyewitness evidence is given in a clear and concise manner. The member subject of the breach is to be allowed to ask the witness or witnesses questions about what they saw and what they heard. After all the evidence on which the Breach is based is heard, then the member subject of the Breach is to give his or her account, and they can be asked questions by the EO. The Presiding Member may, at any time, ask questions of either the EO or the member subject of the breach to clarify aspects of the evidence. After the member subject of the Breach has given his or her evidence and been questioned, then the Presiding Member will quietly consider whether the Breach has been confirmed or is to be dismissed.*

(29) *The Presiding Member may announce their decision on the spot or they may instead choose to take a reasonable time for deliberation and for this purpose may, at their discretion, conclude the hearing and reserve their decision for not longer than **48 hours**. The Presiding Member is to announce their decision simultaneously to the member subject of the breach, the EO and the ASRA Registrar and Operations Manager simultaneously and it is strongly suggested that the medium of email is used for this purpose. No reply emails to the decision are permitted. The decision is final.*

(30) *Standard of Proof in Challenge Hearings The standard of proof in Challenge Hearings is that for the Breach to be confirmed, the Presiding Member must be satisfied on the **balance of probabilities** that the evidence confirms that the alleged breach did occur in the way alleged. In other words, that after taking all the evidence into account, it is more probable than not that the alleged breach occurred. If the Presiding member is not so satisfied, then it is his or her duty to **Dismiss** the Breach. If the Presiding member is satisfied, then it is his or her duty to **Confirm** the Breach.*

## **PENALTIES**

(31) *Settling the Penalties The ASRA Board finalises the penalties. This can only occur after any Challenge Hearing has been conducted. In other words, exactly what penalty option is to be negotiated only after any challenge to any breach is heard. If there is not going to be a challenge to the breach or breaches (or to any one of them), then the penalty options can be negotiated within a few days of the breach action commencing.*



**PENALTY ALTERNATIVE: ASRA ENFORCEABLE VOLUNTARY UNDERTAKINGS**

(32) Application can be made to the ASRA Board that the grounding periods associated **P3** (6 week) or **P4** (4 week) Breach penalties be “suspended” on the condition that the member breached signs an ASRA **Enforceable Voluntary Undertaking** (EVU). EVUs are also a part-penalty option available solely at the Board’s discretion for unintentional or non-deliberate **P1**(12 week) and **P2** (8 week) breaches, but members cannot apply for them. This is the equivalent of a good behaviour bond used in courts. This constitutes a “second chance” and a means of resuming flying earlier than would otherwise be the case. Enforcement guidelines are such that where the breach or breaches were inadvertent or unintentional, the Board will allow the member to enter into an EVU in every case. Where the breach or breaches were deliberate or intentional, the Board may refuse an EVU or delay allowing the member to take up an EVU until an appropriate period of grounding has passed. The period of grounding time “already served” between the commencement of the breach and the date on which the EVU is signed is to be deducted from the Total Effective Grounding and the remainder is placed in suspension for the duration of the EVU.

(33) Durations of EVUs ASRA Enforceable Voluntary Undertakings have the following durations:

- |       |                           |  |
|-------|---------------------------|--|
| (i)   | EVU for <b>P4</b> Breach: | EVU of 6 months duration   |
| (ii)  | EVU for <b>P3</b> Breach: | EVU of 9 months duration   |
| (iii) | EVU for <b>P2</b> Breach: | EVU of 12 months duration [only if allowed by the Board as an alternative disposition under section 30(b)(iv)] |

(34) Breaching of EVUs If a member is the subject of an ASRA EVU and commits a further Breach within the operative period of the EVU, then upon the subsequent Breach being confirmed the EVU is to be cancelled and the original grounding period remaining that was held in suspension is to be “restored” and served on top (cumulatively) on any grounding period applicable to the fresh Breach. It is not possible to enter into any fresh EVU for breaches confirmed to have been committed while a member was already on an EVU.

**PENALTY OPTIONS FOR P2 AND P1 BREACHES**

(35) **P1** and **P2** breaches are the most serious breaches. EVUs cannot be applied for by the member for **P1** or **P2** breaches, however the Board may of its own motion offer an EVU to a member for unintentional or inadvertent **P1** or **P2** breaches as part of a punishment arrangement.

(36) For deliberate or intentional **P1** or **P2** breaches, the following procedure is to apply:

- (a) Where the P1 or P2 Breach is deliberate or involves dangerous or hazardous operations or flying The member can apply to the Board to be permitted to undertake a course of remedial flight training, or safety-related ground courses, as recommended by the Operations Manager. If the Board approves the proposal and remedial flying training is permitted, the member will be restored to limited flight status solely to engage in the remedial training as specified. If the remedial training is completed to the satisfaction of the Operations Manager, then the Board can reduce the period of grounding in recognition of the satisfactory completion of the remedial training specified. It should be carefully noted that the amount of time off the grounding period that

*the Board can ultimately allow is not to exceed more than **HALF** of the total initial grounding period applicable.*

*(b) Where the P1 or P2 Breach is not-intentional and does not involve any dangerous or hazardous operations or flying The member can apply to the Board to have the period of grounding reduced by either:*

*(i) proposing a course of remedial training of the kind available in sub-paragraph (30)(a) (above); or*

*(ii) proposing to the Board that the member make a one-off contribution to a registered children's charity in the sum of \$50 per week of grounding time remaining, payable on a date negotiated with the Board with evidence of the payment being sent to the Registrar; or*

*(iii) allow the member concerned the alternative of entering into an ASRA EVU of 12 months' duration; or*

*(iv) any combination of the options available above at the discretion of the Board.*

*(c) It should be carefully noted that the amount of time off the grounding period that the Board can ultimately allow under this provision is not to exceed more than **THREE QUARTERS** of the total initial grounding period applicable.*

#### **ASRA SHOW CAUSE NOTICES**

*(37) Following CASA's example, ASRA has adopted this useful administrative process in Section 19 of the new By-Law as a means of calling to account ASRA Instructors, Technical Advisers or rotorcraft or rotorcraft component importers, manufacturers or sellers. If a complaint about a particular individual in one of these groups is received by the Board, or the Board can of its own motion, issue a Show Cause letter to the individual calling for an explanation in relation to the activity or activities complained of or of concern.*

*(38) The Board will issue a 'Show Cause Notice' which requires a written response within **21 days** unless an extension of time is permitted by the Board.*

*(39) The Board may then deliberate and refine the issues over the following **14 days** and issue a 'Request for further particulars', to which the subject member has a further **14 days** within which to respond.*

*(40) Failure to engage with or respond to a 'Show Cause' process is regarded as a serious breach of the Enforcement Scheme, leading to membership suspension for the duration of the non-compliance. At the conclusion of the Show Cause process the ASRA Board may:*

*(a) Rescind any rating, accreditation or authorisation held by the member concerned;*

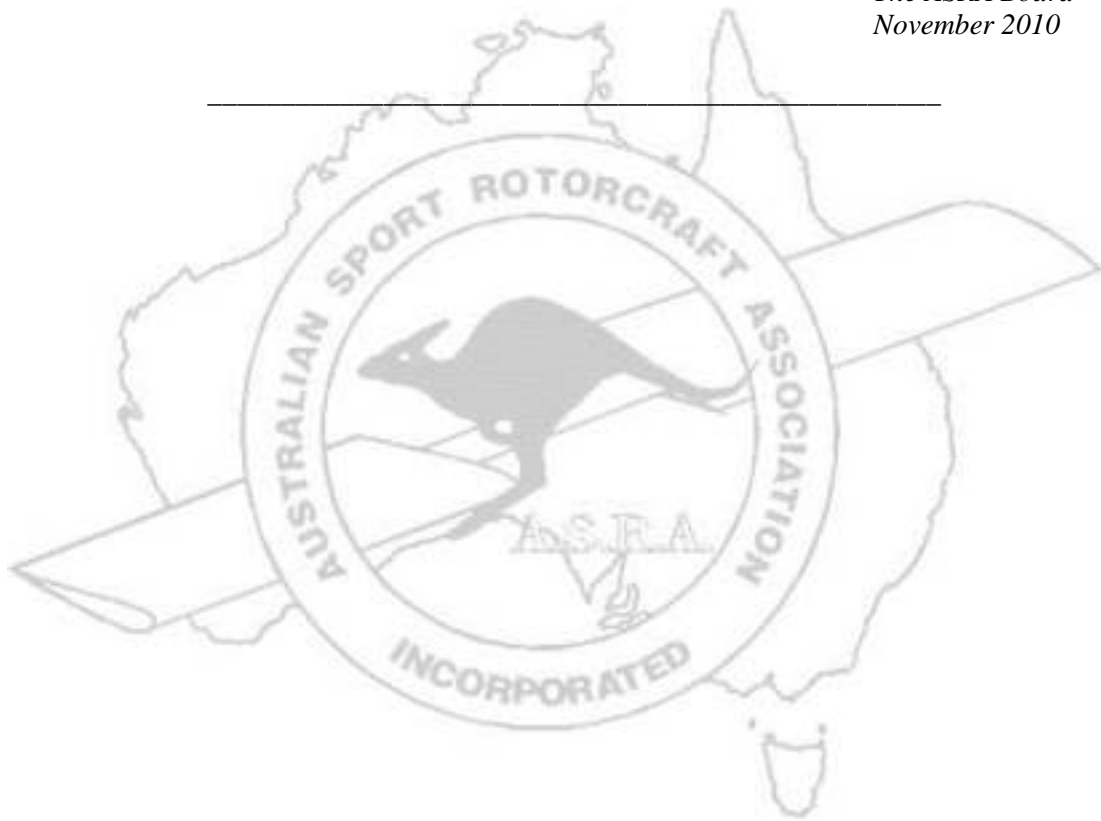
*(b) Direct that the member concerned desist permanently from the activities or behaviour that caused the Show Cause process to be initiated; or*

*(c) any other action agreed by resolution of the Board.*

**GYROPLANE COMPONENT TRANSFER DECLARATIONS**

(41) One shortcoming in previous ASRA administrative processes has been that while complete rotorcraft are required to have logbooks, when a rotorcraft is 'parted-out' or key components removed or swapped it often is impossible to track the history and provenance of components. A further problem is that from time to time members have sold components to other members, with the buyer ultimately discovering that the real history of the component is not what the seller represented to them. ASRA has therefore decided to initiate a scheme that requires a declaration of a key rotorcraft component's history and provenance to be written out and presented to the intended transferee or recipient of the component. Section 20 of the new By-Law covers the process and an example of the Declaration is included in the new By-Law as Annexe B. These declarations can be used by the recipient as evidence of misrepresentation if the component is later discovered to be not what it was represented to be. Rotorcraft Component Transfer Declarations are not required for brand new items obtained from the manufacturer or distributor.

The ASRA Board  
November 2010



## **PART II – THE ENFORCEMENT SCHEME**

### **ASRA BY-LAW 2010-01**

#### **2 Commencement**

This By-Law commences on 1 March 2011.

#### **3 Contractual basis for flight under Exemption**

(1) The CASA Exemptions and/or Regulation 308 Instruments identify ASRA as the Recreational Aviation Administration Organisation (RAAO) that regulates non-VH registered gyroplanes within Australia. This By-Law has been drafted to cover light sport helicopters as well if CASA approval to administer them is granted at any time during the operation of the By-Law.

(2) The Exemptions and/or Regulation 308 Instruments require ASRA membership for a person to be able to enjoy the benefits of the Exemptions and/or Regulation 308 Instruments.

(3) A revised condition of ASRA membership is that an applicant for membership or renewal of membership must agree to abide by the ASRA Enforcement Scheme 2011.

(4) The legal basis for this enforcement scheme enforcement is contractual. Membership or renewal of membership must be refused unless and until the applicant agrees to abide by the ASRA Enforcement Scheme 2011.

#### **4. Enforcement philosophy**

(1) ASRA is constituted to advance the interests of rotorcraft activity within Australia and is focused on promoting, rather than restricting, such activity. As such, ASRA expects that members will behave collaboratively and cooperate with each other always in the interest of enhancing rotorcraft safety. ASRA expects that where instances arise where a person's technical or flying preparation or planning are noticeably poor or sub-standard that other members will immediately, informally and co-operatively advise and assist that person to rectify the deficiencies.

(2) In almost all cases this informal counselling is highly effective, and formal breaching procedures should not be utilised where there is insufficient evidence to substantiate a breach.

(3) Where, however, a person is demonstrating a persistent disregard of informal counselling, or continues to demonstrate poor technical or flying preparation or planning, or shows unnecessarily risky behaviour during ground operations or when airborne, or displays dismissive, argumentative, abusive or defiant behaviour when informal counselling is attempted, then breaching action where reliable evidence of breaching behaviour is available must be commenced.

(4) Breaching action is also mandatory when it is discovered that a person has flown while their membership or registration has not been renewed or where a breach of the CASA Exemptions or Regulation 308 Instruments has occurred and where there was no operational necessity for the breach. This applies regardless of whether the breach was intentional or deliberate or unintentional or inadvertent.

## 5. Enforcement emphasis

- (1) The ASRA Enforcement Scheme 2011 places emphasis on:
  - (a) immediate grounding by Instructors for situations the Instructor considers involve a likelihood that ground or flight safety will be compromised; and
  - (b) immediate grounding by Instructors and other Enforcement Officials when a breach has occurred; and
  - (c) a range of penalty options depending on the nature and seriousness of the breach or breaches.

## 6. Definitions

***‘dangerous or hazardous manner’*** for the purposes of this By-Law means activity by a person that has resulted in actual endangerment of the occupant or occupants of the rotorcraft or of persons or property on the ground. The concept is intended to cover situations that any reasonable ASRA member would view as reckless, dangerous, hazardous, unnecessarily risky, etc. It is particularly applicable to deliberate and intentional conduct, but is also be applicable to situations where poor planning and preparation and poor airmanship has resulted in a highly dangerous situation occurring. In particularly serious examples, ASRA reserves the right to elect not to proceed under the ASRA Enforcement Scheme and hand the matter over to CASA.

***‘defect constituting a serious risk’*** for the purposes of this By-Law means that a rotorcraft has a serious technical defect that can potentially endanger the occupant or occupants. This concept is particularly focused on poor maintenance or the fitting of sub-standard components to an already ASRA registered rotorcraft.

***‘ASRA Officer’*** for the purposes of this By-Law means any person holding an appointment confirmed by the ASRA Board.

***‘rotorcraft’*** for the purposes of this By-Law means an ASRA registered gyroplane or an ASRA registered helicopter.

***‘rotorcraft operations’*** for the purposes of this By-Law includes the simultaneous rotation of an engine-driven propeller and the rotation of a gyroplane rotor by any means; or the rotation of a helicopter rotor and tail rotor under power; or the wheeled taxiing under power of any rotorcraft; or any practice takeoff run or attempted takeoff or aborted takeoff of a gyroplane.

***‘rotorcraft flight’*** for the purposes of this By-Law includes any time the rotorcraft is airborne under its own power or by means of autorotation, regardless of the height, air or groundspeed of that rotorcraft.

## 7. Delegation of certain powers to certain classes of ASRA members

- (1) The following classes of ASRA members are now classified as ‘ASRA Enforcement Officials’ (hereinafter called ‘EO’s’):
  - (a) ASRA Board members or ASRA officers (for pilot misbehaviour breaches);

- (b) ASRA Chief Flying Instructors, Senior Instructors, Instructors and Assistant Instructors (hereinafter called 'Instructors') (for pilot misbehaviour breaches or technical deficiencies);
  - (c) ASRA Technical Advisers (TA's) (for technical deficiencies);
  - (d) a Duty Officer at a flying gathering appointed or elected under Section 4.01(2) of the Operations Manual for the duration of that gathering (for pilot misbehaviour breaches); and
  - (e) a current ASRA member who is also a current Board or Committee member of an ASRA affiliated state or regional gyroplane club (for pilot misbehaviour breaches).
- (2) If a particular EO holds an appointment or accreditation that falls across more than one of the above categories, then the member is entitled to exercise the powers that arise from each category to which they belong.
- (3) EOs are the only persons authorised to initiate Breach action and write out Breach Notices.

## **8. ASRA investigators and co-operation by members**

- (1) The following persons are empowered to act as ASRA Investigators:
- (a) the ASRA Operations Manager;
  - (b) a current ASRA member appointed by the Operations Manager to act as an investigator in relation to accidents or incidents generally; or
  - (c) a current ASRA member appointed by the Operations Manager to act as an investigator in relation to a specific incident or accident.
- (2) It is a condition of membership that an ASRA member co-operate with an ASRA Investigator in relation to an incident or accident in which they are involved or which they have witnessed.
- (3) It is a condition of membership that an ASRA member make a rotorcraft or rotorcraft component available for inspection by an ASRA Investigator in relation to an incident or accident in which they are involved and that such inspection is to be allowed within **3 days** of the request being made unless the ASRA Investigator negotiates a different timeframe with the member concerned. If the rotorcraft or any components thereof are for the time being in the custody of police or the ATSB, this membership condition will only become applicable from the time that the rotorcraft or the relevant component has been returned to the owner/member.
- (4) It is a condition of membership that an ASRA member will loan a rotorcraft component to ASRA for in-depth inspection if that component has contributed to an incident or accident or has failed unexpectedly in some way and which may have wider implications for general rotorcraft safety. Any such loan is to be negotiated on reasonable terms.

## 9. Enhanced Instructors' Powers – Temporary Grounding Orders (TGO)

(1) In addition to general enforcement powers conferred on Enforcement Officials, ASRA Instructors and the Operations Manager now have these additional powers:

(a) if concerned that an ASRA pilot certificate holder is or might be conducting his or her gyroplane **ground activities or preparation for flight** in a manner that is **likely to compromise ground or flight safety**, an ASRA Instructor may:

(i) approach the member and inquire about the activities of concern; and

(ii) the member is required to co-operate and respond to those inquiries.

(b) if the explanations given by the member are inadequate or it appears likely to the ASRA Instructor that despite the instructor's counselling and advice that the member is likely to continue conducting his or her ground activities or preparation for flight in a manner that is likely to compromise ground or flight safety, the ASRA Instructor may:

(i) order that the member **cease the activities of concern** to the ASRA Instructor **and remain on the ground until further order**; and

(ii) it is a condition of membership that members comply with an ASRA Instructors' Temporary Grounding Order (TGO).

Example: Instructor Jones observes pilot Smith loading fuel into his rotorcraft. Jones inquires about the likely destination and duration of Smith's intended flight, and after taking into account the distances and prevailing wind and weather conditions, Instructor Jones forms an opinion that the fuel load is inadequate for the flight. If Smith refuses to load more fuel or is overly-confident of the likelihood of not running out of fuel, then Jones can order Smith to stay on the ground until Jones is satisfied that Smith has loaded adequate fuel.

(c) if an ASRA Instructor directly observes **airborne conduct** by an ASRA pilot certificate holder that the Instructor considers is likely to unnecessarily reduce safety margins or compromise flight safety, an ASRA Instructor may:

(i) if the airborne member is in radio contact, the ASRA Instructor can order that the member immediately **cease his or her airborne activities** and return to the site where the Instructor is located for counselling or redress;

(ii) if the airborne member is not contactable by radio, at the time the member lands the ASRA Instructor may direct the member to **cease** his or her gyroplane activities or operations **and not resume flying** until further order.

(d) A TGO will remain in effect for **24 hours** unless earlier expressly lifted by the ASRA Instructor who imposed the order (or by the ASRA Operations Manager).

(e) A TGO is available to ASRA Instructors as a preventative measure to interrupt activity or behaviour of concern to the ASRA Instructor.

(f) A person temporarily grounded under these provisions will not have committed a breach and will not be further penalised **unless** they disobey the temporary grounding order (which is Breach ESB-02, leading to immediate membership suspension).

(2) A TGO of up to **7 days** duration may be imposed by the Operations Manager acting on the advice of any Instructor who has imposed a 24 hour TGO. This is not a penalty but is a preventative measure. The Operations Manager may impose a TGO at any time during or after the expiration of an Instructor's 24 hour TGO, and the grounding time remaining is to be calculated from the time the Operations Manager's TGO commenced and not from when the Instructor's TGO commenced.

(3) It is a condition of membership that members comply with an ASRA Instructors' or the Operations Manager's TGO.

## **10. Strict liability and operational necessity**

(1) The breaches listed in Annex A to this By-Law are subject to strict liability. Strict liability means that proof of only the act is required, and the question of whether the act was intentional or unintentional or deliberate or inadvertent is irrelevant for the purposes of commencement of breaching action.

(2) However, if it is established that the breaching activity was an operational necessity because of a mechanical malfunction or the need to safeguard life or prevent imminent injury, then no breaching action is to be initiated. (Example 1: Pilot Smith experiences an engine failure that results in him landing on a public road. ASRA will not initiate breaching action but the police might. Example 2: Pilot Smith is subsequently discovered to have not renewed his membership and registration at the time he force-landed on the road: he will be breached for flying an unregistered gyroplane and flying while membership not current, but still not for landing on the public road. Example 3: Pilot Jones is observed flying along and over the main street of a country town: he will be breached).

## **11. Safety distances from rotating propellers and rotors**

(1) The following minimum safety distances shall be maintained at all times from persons not involved in the operation of a rotorcraft:

- (a) from the tip path of a rotating rotor: **10 metres**
- (b) from the tip path of an engine-driven propeller: **5 metres**
- (c) from the tip path of a rotating tail rotor: **10 metres**

(2) Persons involved in the operation of a rotorcraft within these minimum safety distances are to remain within sight of the pilot in command at all times and if intending to move under the plane of the spinning rotor itself must always remain in eye contact with the pilot in command, approach only from the front, and only move under the plane of the rotor when the pilot in command has tilted the rotor disc up at the front to some extent and has given and is maintaining a "thumbs up" signal.

## **12. Procedures for breaches**

(1) "Field Breaches". The breaching process can only occur when an ASRA EO has directly witnessed the breaching or unsafe behaviour, or the technical defect, with the sole exception being breaching behaviour that has been directly observed by:



(a) one ASRA member (who is not an ASRA Enforcement Official) who was **airborne** at the time he or she saw the breaching behaviour which occurred away from the airfield; or

(b) two ASRA members (neither being an ASRA Enforcement Official) if the incident or behaviour was **observed from the ground** at or near an airfield.

(2) In instances covered by sub-para (a) and (b) above, the ASRA EO must promptly make relatively detailed notes of the allegations and have the relevant member or members sign the notes. If the noted complaint appears to be well based (ie, that the observation is accurate and reliable), then the ASRA EO must act on that information. The ASRA EO must immediately thereafter speak to or attempt to speak to the member against whom a complaint has been made, and inform them that they are grounding them. The ASRA EO must inform the member concerned that they are the subject of breaching action and they are to cease flying operations forthwith. An oral order is sufficient. The formal breach paperwork is to be prepared as soon as practicable thereafter.

(3) “Administrative Breaches”. In situations where it has been subsequently discovered that a breach has occurred previously (ie, after-the-event, such as where it is subsequently discovered that a gyroplane was not currently registered and the pilot observed flying had not renewed his or her membership as at the date of the observed flying), then breaching action is mandatory. In these types of instances the nominated ASRA EO who directly observed the flying activity will act on the direction of the ASRA Registrar in relation to whether the membership or registration was current at the time the flying was observed. The breach will then be written up by the ASRA EO who witnessed the original activity.

(4) Administrative breaches can also be initiated where ASRA has received a **3<sup>rd</sup> party complaint** either directly or via a government agency or CASA, the requirement of a direct ASRA eyewitness is not required. Whether or not breaching action is initiated will depend on the strength of the evidence presented from the 3<sup>rd</sup> party. In these circumstances the breaching action will be initiated by the ASRA Registrar, the Operations Manager or another ASRA Enforcement Official nominated by the Operations Manager.

### 13. List of breaches

(1) The breaches applicable to ASRA members are listed at Annexe A to this By-Law.

### 14. Confirming or Dismissing a Breach Challenged by the Member Concerned

(1) A member subject of a breach may either:

(a) accept the breach or breaches and apply to the Board for finalisation of the penalties in accordance with the options available under this By-Law; or

(b) accept some of the breaches and challenge others, in which case the finalisation of penalties cannot occur until after the outcome of a Challenge Hearing is known; or

(c) challenge the breach or breaches.

(2) A member who wishes to challenge a breach or breaches must inform the Operations Manager or the Operations Manager's nominee of that fact not more than **7 days** from the initiation of the breach.

(3) A Challenge Hearing is a hearing presided over by a member of more than **5 years** standing who is not a close acquaintance of either the EO, the witnesses or the member subject of the breach. Both the EO and the member subject of the breach must consent to the proposed member of long standing being proposed as the Presiding Member, but if agreement between the parties cannot be achieved on who the Presiding Member should be, the Board may of its own motion appoint a Presiding Member after taking into account the concerns of the EO or the member subject of the breach.

(3) The Presiding Member is then to be appointed by the Operations Manager or the Operations Manager's nominee. The role of the Presiding member is to either confirm the breach or dismiss the breach in accordance with the hearing guidelines in the ASRA Enforcement Manual.

## 15. Penalties

(1) The penalty codes in Annex A are:

- (a) **"P4"** - **4 weeks** grounding, with an option of signing a 6 month Enforceable Voluntary Undertaking to take special care not to commit any further breaches within the period of the undertaking.
- (b) **"P3"** - **6 weeks** grounding, with an option of signing a 9 month Enforceable Voluntary Undertaking to take special care not to commit any further breaches within the period of the undertaking.
- (c) **"P2"** - **8 weeks** grounding, with possible alternatives being (for intentional breaches) undertaking remedial training courses) or for unintentional P2 breaches, to undertake remedial training courses or make a charitable contribution (or a combination of both) OR signing a 12 month Enforceable Voluntary Undertaking to take special care not to commit any further breaches within the period of the undertaking. All these alternatives are at the discretion of the Board. See section 17 for details.
- (d) **"P1"** - **3 months** grounding. EVUs are not available. Remedial training is the only permissible alternative proposal to reduce the period of grounding for intentional or deliberate breaches, and for unintentional P1 breaches a further alternative of making charitable contributions or a combination of both can be proposed to reduce the grounding period. All these alternatives are at the discretion of the Board. See section 18 for details.
- (e) **"GR"** - **Grounding** means:
  - (i) For technical deficiencies The gyroplane concerned must remain on the ground until the technical deficiency is rectified to the satisfaction of the Technical Adviser or other EO who issued the Grounding Order;

- (f) **“MS”**
- (i) **Breaches ESB-03 and ESB-04 - Membership Suspension** for the period of the non-compliance;
  - (ii) **Membership Suspension** for **1 month** in relation to refusing to comply with a TGO;
  - (iii) **Breach ESB-02 - Membership Suspension** for **1 month** in relation to disobeying a BGO **plus** at the conclusion of the 1 month suspension, the penalty applicable to the breach or breaches will then commence.
- (g) **“SA”** **Breach ESB-01 - Suspension Activation** in relation to breaches of Enforceable Voluntary Undertakings where the grounding period held in suspension is to be “served” on top of (not concurrent with) the grounding penalty applying to the new conduct that breached the EVU.

## 16. Grounding Periods for Multiple Breaches

- (1) If a member is subject of multiple breaches, the breach that attracts the most severe penalty is to be regarded as the “base breach”. Any other grounding period incurred in relation to other breaches is to be “served” partially concurrent with the base breach and with the other applicable grounding periods.
- (2) The following formula is to be applied to arrive at a total effective grounding period:
  - (a) the “base breach” grounding period is noted in full;
  - (b) 50% of any other grounding periods is then to be added to the “base breach” and any other periods applicable; and
  - (c) the resulting total is the total effective grounding period.
- (3) It is ASRA policy that no more than 26 weeks grounding can be aggregated under this provision.

Example: Pilot Smith has incurred a “base breach” grounding of 8 weeks (P2). He has 2 other breaches attracting 6 weeks (P3) and 4 weeks (P4).

The calculation is:

$8 \text{ weeks} + (6 \times 0.5 =) 3 \text{ weeks} + (4 \times 0.5 =) 2 \text{ weeks. Total} = 13 \text{ weeks.}$

Total Effective Grounding Period = 13 weeks.

## 17. ASRA Enforceable Voluntary Undertakings

- (1) ASRA Enforceable Voluntary Undertakings (EVU) are the equivalent of a ‘good behaviour bond’ used in Courts. They represent an opportunity to be allowed to resume flying but it is under the condition that if the member commits further breaches during the period of the undertaking, then the member will be grounded not only for the subsequent breach, but will also be required to remain grounded for the further period of time “owing” on the original breach representing the period between the date of signing the undertaking and the expiration date of the original penalty.

- (2) An ASRA EVU is a penalty alternative available to the Board in relation to:
- (a) any **P4** breach;
  - (b) any **P3** breach; and
  - (c) unintentional or non-deliberate **P1** and **P2** breaches.
- (3) Whether a member will be permitted to enter into an ASRA EVU is entirely at the discretion of the Board, but it is to be noted that EVUs should ordinarily be allowed for **P3** and **P4** breaches.
- (4) A further EVU cannot be entered into in relation for breaches committed while an EVU is already in force.
- (5) If a member commits a further breach within the operational period of an ASRA EVU, the fact that he or she has committed a subsequent breach (once admitted or confirmed) will result in a separate breach being initiated for the breach of the EVU – see breach ESB-01).

Example: Pilot Smith has signed a 12 month EVU 3 weeks into an 8 week grounding (a P2 grounding). He is therefore entering an undertaking with 5 weeks held in suspension. He then commits a further breach 11 months later, attracting a 4 week grounding (P4). He is therefore grounded for  $4 + 5 = 9$  weeks.

## 18. Conversion or commutation of certain penalties

- (1) For **P1** or **P2** breaches, the following alternatives procedure is to apply:
- (a) Where the P1 or P2 Breach is deliberate or involves dangerous or hazardous operations or flying The member can apply to the Board to be permitted to undertake a course of remedial flight training, or safety-related ground courses, as recommended by the Operations Manager. If the Board approves the proposal and remedial flying training is permitted, the member will be restored to limited flight status solely to engage in the remedial training as specified. If the remedial training is completed to the satisfaction of the Operations Manager, then the Board can reduce the period of grounding in recognition of the satisfactory completion of the remedial training specified. It should be carefully noted that the amount of time off the grounding period that the Board can ultimately allow is not to exceed more than **HALF** of the total initial grounding period applicable.
  - (b) Where the P1 or P2 Breach is not-intentional and does not involve any dangerous or hazardous operations or flying The member can apply to the Board to have the period of grounding reduced by either:
    - (i) proposing a course of remedial training of the kind available in sub-paragraph (16)(1)(a) (above); or
    - (ii) proposing to the Board that the member make a one-off contribution to a registered children's charity in the sum of \$50 per week of grounding time remaining, payable on a date negotiated with the Board with evidence of the payment being sent to the Registrar; or
    - (iii) allow the member concerned the alternative of entering into an ASRA EVU of 12 months' duration; or

(iv) any combination of the options available above at the discretion of the Board.

(2) The amount of time off the grounding period that the Board can ultimately allow under sub-section 17(1)(b) is:

- (i) for aggregated multiple breaches - not to exceed more than **THREE QUARTERS** of the total initial grounding period applicable; or
- (ii) for a single breach – **THREE QUARTERS** of the applicable grounding period.

## 19. Show Cause Notices

- (1) Show Cause Notices are used in relation to:
  - (a) ASRA Instructors and Assistant Instructors;
  - (b) ASRA Technical Advisers;
  - (c) ASRA members who are manufacturing or assembling gyroplanes or supplying gyroplane components to other ASRA members, or who are importing gyroplane types or assisting other members to import single gyroplanes into Australia.
- (2) A Show Cause Notice may be issued in circumstances where:
  - (a) a complaint or complaints have been received about the conduct of the nominated member;
  - (b) where the ASRA Board has received 3<sup>rd</sup> party information from a government agency or CASA; or
  - (c) where the ASRA Board by resolution decide to initiate the Show Cause process against a member in one of the categories above;
- (3) The Show Cause Notice will contain a concise summary of the alleged complaint, deficiency, shortcoming or behaviour and will call for an explanation from the member within **21 days**. This period may be extended at the discretion of the Board on request by the member concerned.
- (4) Upon receipt of the member's explanation the ASRA Board may refine the issues over a period of **14 days** and if necessary request further information from the member concerned. A further **21 day** response period is allowed, subject again to an extension at the discretion of the Board on request by the member concerned.
- (5) At the conclusion of the Show Cause process, the ASRA Board may:
  - (a) Rescind any rating, accreditation or authorisation held by the member concerned;
  - (b) Direct that the member concerned desist permanently from the activities or behaviour that caused the Show Cause process to be initiated; or
  - (c) any other action agreed by resolution of the Board.

(6) Failure or refusal to engage in or co-operate with a Show Cause Process is a serious breach attracting suspension of all membership privileges for the duration of the non-compliance.

## **20. Rotorcraft Component Transfer Declarations**

(1) A rotorcraft component transfer declaration in the form set out as Annexe B must be completed by the person selling or transferring the component to another member (or to a member of the general public) and the declaration must be shown to the person prior to sale or transfer and given to them if the sale or transfer of the component actually occurs:

- (a) matched sets of rotor blades or single blades;
- (b) hub bars (gyroplanes) or rotor hubs (helicopters);
- (c) propellers (complete);
- (d) engines (complete);
- (e) propeller re-drives or gearboxes (complete);
- (f) friction clutches, sprague clutches or freewheel units; or
- (g) tail rotor gearboxes.

(2) Rotorcraft component transfer declarations are not required for new components.

## **21. Register of breaches**

(1) The ASRA Registrar is to maintain a permanent register of breaches, noting the type of breach and final penalties imposed. Entries from the register of breaches may be used as evidence without further proof in any future hearing or proceeding constituted or arranged under the ASRA Constitution.

## **22. Transitional Provisions**

(1) Upon commencement of this By-Law, paragraphs 1 to 5, 9 and 10 of ASRA Operations Manual section 2.11 are rendered inoperative.

(2) Upon commencement of this By-Law, the ASRA Disciplinary Procedures Handbook (April 2007) is withdrawn.

### Annexes

- A. List of Breaches
- B. Sample Gyroplane Component Transfer Declaration

## **ANNEXE A to ASRA By-LAW 2010-01**

### Summary Grounding Orders (non-breaching but of up to 24 hrs duration)

**SG-1** ☐ Instructor considers that ground or flight safety is likely to be compromised.

**SG-2** ☐ Flying a rotorcraft in a way as to unnecessarily reduce safety margins.

### Breaches relating to Defects (rotorcraft is grounded)

### Penalty

**A-01** ☐ Rotorcraft with defect constituting a **serious risk** to flight safety.

**GR**

**A-02** ☐ Rotorcraft does not comply with ASRA Construction Standards.

**GR**

### P1 Breaches – 12 weeks pilot grounding

**P1-01** ☐ Flying a rotorcraft in a **dangerous or hazardous manner**.

**P1**

**P1-02** ☐ Operating\* a rotorcraft without an ASRA student or pilot certificate.

**P1**

**P1-03** ☐ Carrying a passenger without passenger carrying endorsement.

**P1**

**P1-04** ☐ Flying in acrobatic manoeuvres\*\*.

**P1**

**P1-05** ☐ Flying at night.

**P1**

### P2 Breaches – 8 weeks pilot grounding

**P2-01** ☐ Starting/running engine-driven propeller with bystanders within **5 metres**.

**P2**

**P2-02** ☐ Engaging or spinning rotors with bystanders within **10 metres**.

**P2**

**P2-03** ☐ Taxiing within **10 metres** of bystanders with rotors turning.

**P2**

**P2-02** ☐ Attempting to fly or flying an unregistered rotorcraft.

**P2**

**P2-04** ☐ Flying over a regatta, race meeting or public gathering.

**P2**

**P2-05** ☐ Flying in non-VMC conditions

**P2**

**P2-06** ☐ Flying within a prohibited or restricted area.

**P2**

**P2-07** ☐ Flying into an unauthorised class of airspace

**P2**

### P3 Breaches – 6 weeks pilot grounding

**P3-01** ☐ Pilot certificate holder flying rotorcraft with lapsed or unpaid membership.

**P3**

**P3-02** ☐ Flying within 100m of a public road at less than 300' agl..

**P3**

**P3-03** ☐ Flying cross-country without endorsement (**>25nm** from takeoff point).

**P3**

**P3-04** ☐ Flying within 8 km of a licensed aerodrome without endorsement.

**P3**

### P4 Breaches – 4 weeks pilot grounding

**P4-01** ☐ Student pilot operating\* a rotorcraft unsupervised by instructor.

**P4**

**P4-02** ☐ Student pilot exceeding current restrictions imposed by an instructor.

**P4**

**P4-03** ☐ Flying below 300' agl without permission of landowner.

**P4**

**P4-05** ☐ Flying below 300' agl without a low level endorsement.

**P4**

**P4-06** ☐ Flying above 500' agl without above 500' agl endorsement.

**P4**

**P4-07** ☐ Flying onto or from a beach without endorsement.

**P4**

### Breaches relating to non-compliance with the Enforcement Scheme

**ESB-01** ☐ Breaching the terms of an ASRA Enforceable Voluntary Undertaking

**SA**

**ESB-02** ☐ Failing or refusing to immediately comply with a Grounding Order.

**MS**

**ESB-03** ☐ Not co-operating with an ASRA Accident/Incident Investigating Official

**MS**

**ESB-04** ☐ Failing unreasonably or refusing to respond to a Show Cause Notice.

**MS**

Breaches operative **ONLY UNTIL** the Regulation 308 Instruments commence

<b>OLD-01</b> <input type="checkbox"/> Flying over a city or town, or taking off or landing within 500m of city or town.	<b>P3</b>
<b>OLD-02</b> <input type="checkbox"/> 2 seater flying within 100m of a dwelling without permission	<b>P3</b>
<b>OLD-03</b> <input type="checkbox"/> Flying more than 150m from a shoreline without life jacket.	<b>P3</b>
<b>OLD-04</b> <input type="checkbox"/> Flying with lifejackets more than 18km beyond a shoreline.	<b>P3</b>
<b>OLD-06</b> <input type="checkbox"/> Taking off with bystanders within 100m laterally.	<b>P4</b>
<b>OLD-07</b> <input type="checkbox"/> 2 seater flying within 600m horizontally or 500' vertically of cloud.	<b>P4</b>

Breaches operative **ONLY AFTER** the Regulation 308 Instruments commence

<b>NEW-01</b> <input type="checkbox"/> Flying over a closely settled area.	<b>P2</b>
<b>NEW-02</b> <input type="checkbox"/> Using a rotorcraft for 'aerial application operations'.	<b>P2</b>
<b>NEW-03</b> <input type="checkbox"/> Aerial stock mustering without aerial stock mustering endorsement	<b>P2</b>
<b>NEW-04</b> <input type="checkbox"/> Flying with life jackets more than 20km from shore (other than Bass Strait).	<b>P2</b>
<b>NEW-05</b> <input type="checkbox"/> Flying within Class C or D airspace without a CASA Class 2 medical.	<b>P3</b>
<b>NEW-06</b> <input type="checkbox"/> Flying without life jackets over water beyond glide-back-to-shore distance.	<b>P3</b>

Conduct requiring admonition and/or prompt rectification

- ☐ Operating an airband VHF radio without holding ASRA authorisation.
- ☐ Required warning placards or registration sticker not affixed to rotorcraft.
- ☐ Not carrying a pilot certificate while operating or flying a rotorcraft.
- ☐ Failing to promptly file an incident or accident report.

**NOTES:**

\***'Operating a rotorcraft'** means running the engine at the same time as the rotors are turning.

\*\* **'Acrobatic manoeuvres'** means unauthorised display flying; or an intentional manoeuvre involving an abrupt forward pitch manoeuvre especially at the top of a zoom climb, reducing g-loading on the rotor to below 1-g; or an abrupt change in a rotorcraft's attitude not necessary for normal flight; or, utilizing bank angles (other than in aerial stock mustering) exceeding 60 degrees.

<b>PENALTY CODES:</b>	<b>P1</b>	12 weeks grounding. Most restricted penalty options
	<b>P2</b>	8 weeks grounding. Greater combination of penalty options
	<b>P3</b>	6 weeks grounding. EVUs likely
	<b>P4</b>	4 weeks grounding, EVUs normal
	<b>MS</b>	"Membership Suspension"
	<b>SA</b>	"Suspended grounding period Activated"



Australian Sport Rotorcraft Association  
ANNEXE B to ASRA By-Law 2010-01 (Section 20)

**ROTORCRAFT COMPONENT TRANSFER DECLARATION**  
(Not required for brand new components provided by the original seller)

Name of current owner:

Address of current owner:

Contact phone number(s) and email:

**TYPE OF COMPONENT**      ☐ **Gyroplane (G)**    ☐ **Helicopter (H)**    ☐ **Other**

☐ Matched set of rotor blades    ☐ Single rotor blade    ☐ Tail rotor blade or blades

☐ Hub bar (G)    ☐ Rotor hub (H)

☐ Propeller (complete)    ☐ Engine (complete)    ☐ Propeller re-drive or gearbox (complete)

☐ (H) Friction clutches, Sprague clutches or freewheel units

☐ (H) Tail rotor gearbox (complete)

If component not described in the list above, please describe it here:

Manufacturer:

Serial Number:

Number of hours on  
component when obtained:

Number of hours I have  
Run up on the component:

*I have owned the component for:*

*I originally got the component from:*

*The history of the component while I have owned it is:*

**Accidents / Incidents** *The component in my hands or the hands of the previous owners(s) has been involved in the following incidents / accidents and has been repaired / not repaired as follows:*

*I certify that all the information detailed above is true and correct*

Signature of  
component owner

Date:

## **AUSTRALIAN SPORT ROTORCRAFT ASSOCIATED** **Incorporated**

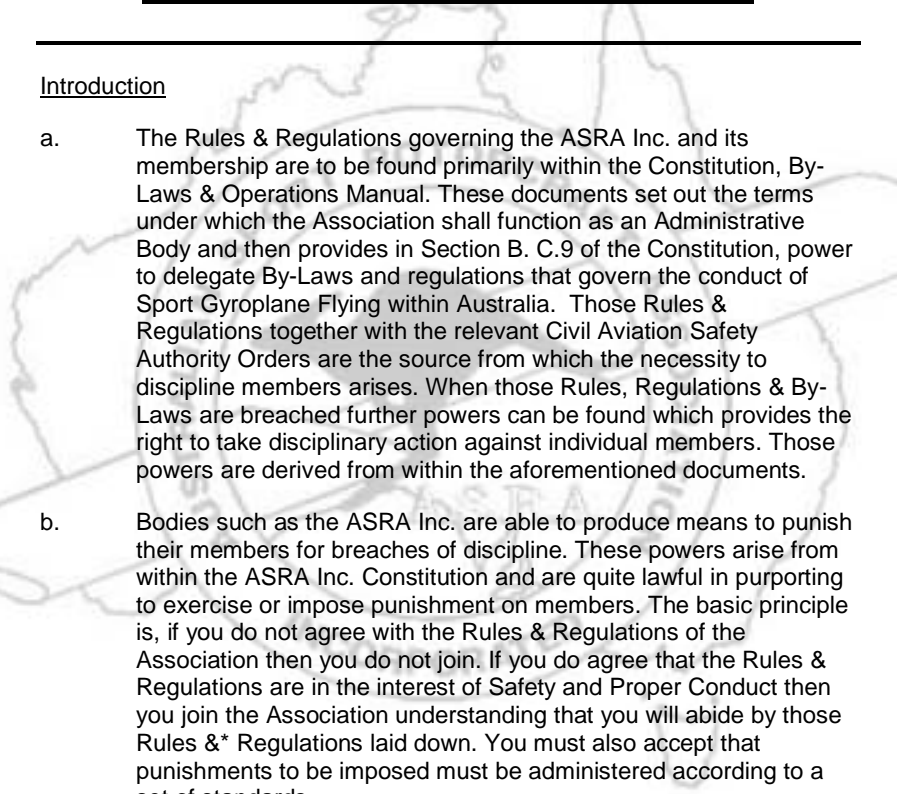
Third Edition – April 2007

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### **DISCIPLINARY PROCEDURES HAND BOOK**

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#### Introduction

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- a. The Rules & Regulations governing the ASRA Inc. and its membership are to be found primarily within the Constitution, By-Laws & Operations Manual. These documents set out the terms under which the Association shall function as an Administrative Body and then provides in Section B. C.9 of the Constitution, power to delegate By-Laws and regulations that govern the conduct of Sport Gyroplane Flying within Australia. Those Rules & Regulations together with the relevant Civil Aviation Safety Authority Orders are the source from which the necessity to discipline members arises. When those Rules, Regulations & By-Laws are breached further powers can be found which provides the right to take disciplinary action against individual members. Those powers are derived from within the aforementioned documents.
  - b. Bodies such as the ASRA Inc. are able to produce means to punish their members for breaches of discipline. These powers arise from within the ASRA Inc. Constitution and are quite lawful in purporting to exercise or impose punishment on members. The basic principle is, if you do not agree with the Rules & Regulations of the Association then you do not join. If you do agree that the Rules & Regulations are in the interest of Safety and Proper Conduct then you join the Association understanding that you will abide by those Rules &\* Regulations laid down. You must also accept that punishments to be imposed must be administered according to a set of standards.

Therein lies the **fundamental purpose** of this Handbook. Its purpose is to ensure that any disciplinary action taken by the Association and / or its representatives, are administered fairly, with due process of the powers provided to them. If the due process is administered with the utmost scrutiny there can be no recourse to

challenge the decision. There is an Appeals process provided within the Rules, Regulations & Constitution. A member has the right to take further Civil Action if he / she feel that the due process by the Association has been incorrect.

- c. The Operations Manual provides the majority of the regulations involved with Gyroplane Flying within Australia, breaches of such details will be the main area of concern. The other area will be: Part 2 para 9 (1) b of the Constitution "Has acted in a manner prejudicial to the interests of the ASRA Inc."

### **INITIATING PROCEEDINGS**

- 1. Lodging a Complaint
- 1.1 A complaint can be lodged by any member for breach of Safety or Operations Manual Rules & Regulations
- 1.2 Evidence that a breach has been committed, eg. Eyewitness, Instructor, CASA Officer, Police Officer etc.
- 1.3 Preliminary Investigation must be carried out by the Disciplinary Panel
- 1.4 Case to answer. If the evidence supports allegations then the accused member will be notified, in accordance with Part V para 37 (1) and (2) of the Constitution; the notice shall contain the details as set out in the Constitution Part II para 9 (2) a. b. c. (i) (ii) (iii)

### **DISCIPLINARY PANEL – CONDUCTING THE HEARING**

- 2.1 Member's oral explanation. The accused member shall have the right to speak on his / her behalf
- 2.2 Written or Documented Evidence must be exhibited
- 2.3 Challenges to Panel Members – The accused must have the right to challenge for insufficient qualifications or knowledge of the offence

### **COMPOSITION OF DISCIPLINARY PANEL**

- 3.1 The Disciplinary Panel Chairperson as prescribed in the Constitution – Part II para 9. (1) b
- 3.2 Panel members to receive copy of charges and all relevant documentation
- 3.3 Prior convictions of offences of the accused must be viewed only by Chairperson
- 3.4 The accused must be given the benefit of doubt
- 3.5 Panel Spokesperson will hand collective verdict to Panel Chairperson for Final Determination

## HANDING DOWN THE DECISION

4.1 The Panel Chairperson will determine the punishment in accordance with all relevant Rules, Regulations & Constitution

4.2 The Panel Chairperson will read out the punishment, and supply a written copy of penalties imposed

4.3 Non-Attendance by Member. A Notice shall be served, see Constitution Part II para 9 (5) a. b. and (6)

## APPEALS

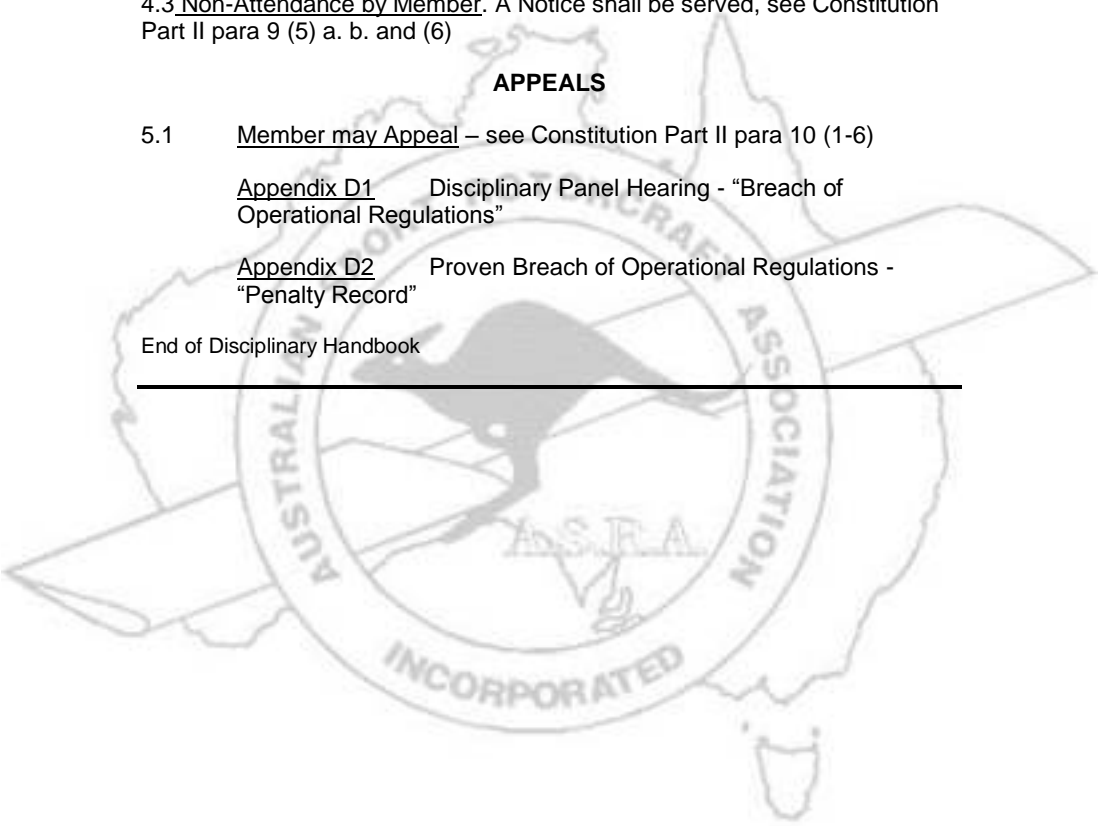
5.1 Member may Appeal – see Constitution Part II para 10 (1-6)

Appendix D1 Disciplinary Panel Hearing - “Breach of Operational Regulations”

Appendix D2 Proven Breach of Operational Regulations - “Penalty Record”

End of Disciplinary Handbook

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