

The Companies Act 1985 and 1989

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

of

HEREFORDSHIRE GLIDING CLUB LIMITED

(Adopted by Special Resolution on 22nd May 2004)

Company Limited by Guarantee and not having a Share Capital

Company number 1146434

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

HEREFORDSHIRE GLIDING CLUB LIMITED

1. The name of the Company is "HEREFORDSHIRE GLIDING CLUB LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
 - (a) To own, maintain and conduct the Herefordshire Gliding Club which shall have as its main purpose the provision of flying facilities and tuition for its members, and to establish, own, maintain and conduct any other club or clubs for the furtherance of the objects, purposes or interests of the Company and to acquire and operate gliders and aircraft of all kinds, aerodromes, landing grounds and similar facilities and to provide flying facilities and education and instruction in the art of flying and other matters connected therewith.
 - (b) To provide as expedient club-houses, club-rooms and other conveniences and advantages, and generally to afford to Members of the Company and their friends such of the usual advantages, conveniences and amenities of a flying, social or country club as the Company may think necessary and to provide therein or in connection therewith flying facilities and a bureau or centre of information and advice on all matters relating to or in any way connected with aeronautics.
 - (c) To afford to Members of the Company such support and assistance as may be thought fit towards the protection of these rights and interests as owners or users of gliders and
 - (d) To organise or subscribe to and assist competitions relative to gliders and aircraft and to offer prizes at such competitions or otherwise as may be thought fit, and to organise and subscribe to and assist tours and excursions with gliders and aircraft for Members of the Company and their friends.

(e) To establish and promote or to subscribe to or otherwise assist, clubs, institutions or associations, whether incorporated or not, having for their objects the dissemination or provision of information or facilities relative to gliders and aircraft or their use or otherwise in any manner calculated to advance the interests of or to promote the convenience of owners or users of gliders and aircraft

(f) To contract, purchase, take on lease, charter, hire or otherwise acquire, manage, maintain, work, develop, repair, alter, exercise and use gliders, aircraft, vessels and vehicles of all kinds, aerodromes, landing grounds, hangars, lands, buildings, works, furniture, fittings and other real or personal property, concessions, rights or privileges of any description which the Company may think necessary or convenient for the purposes or furtherance of any of its objects.

(g) To invest and deal with the moneys of the Company not immediately required upon such investments and securities (whether trustee or not) and in such manner as may be from time to time determined.

(h) To appoint any trustees or agents to hold, administer and manage on behalf of the Company all or any part of the property and assets of the Company, on such terms as to remuneration or otherwise as may be thought fit.

(i) To borrow, raise and secure the payment of money by mortgages or other instruments charging all or any of the property and assets of the Company (both present and future), and to issue and re-issue any securities which the Company has power to issue by way of security or indemnity to any person whom the Company has agreed or is bound or willing to indemnify, or in satisfaction of or as security for any liability undertaken by it with a view to the furtherance of its objects, and generally upon such terms and conditions and for such considerations as the Company may think conducive to its objects.

(j) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the undertaking, property, assets and rights of the Company for such consideration as the Company may think fit.

(k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, and other negotiable or transferable instruments

(l) To pay or refund to persons who have advanced or subscribed money for the purpose of meeting the preliminary expenses of the formation of the Company or of the club or clubs to be acquired or established as aforesaid the amount of the money so advanced or subscribed by them,

(m) To provide for the welfare of persons in the employment of the Company or formerly in such employment (not being members of the Company who are not also employees), and the widows and children of such persons and others dependent upon them, by granting money by way of gift or pension, or by establishing or supporting

associations, institutions or funds calculated to benefit such persons, and generally to subscribe or guarantee money or make gifts for charitable purposes in any way connected with the objects of the Company or for purposes subserving its objects.

(n) To make deposits, enter into recognisances or bonds and otherwise give security for the performance of any agreements, contracts or obligations or mortgages or charges, and to give any indemnity or guarantee in relation to any matter arising in the course of the business of the Company or for the performance of any contracts or obligations of whatever nature by any person or company, and to accept property on trust.

(o) To apply for and obtain any Charter, Act of Parliament or Provisional Order for any purpose which may be deemed expedient for any of the objects of the Company and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice its interests.

(p) To enter into any arrangements with any Government or Authority, supreme, municipal, local or otherwise, that may seem conducive to any of the objects of the Company, or the interests of its members, and to obtain from any such Government or Authority, any rights, privileges and concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.

(q) To procure the Company to be registered or recognised in any part of the British Empire or in any foreign country or place.

(r) To do all or any of the above things by or through agents or otherwise, and either alone or in conjunction with others.

(s) To do all such other things and to carry on such other business or businesses whatsoever and wheresoever as may in the opinion of the Company be necessary, incidental, conducive or convenient to the attainment of the above objects or any of them or otherwise likely in any respect to be advantageous to the Company.

And it is hereby declared that the word "company" in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

Provided always that nothing herein contained shall empower the Company to carry on any class of business of insurance or re-insurance within the meaning of the Assurance Companies Acts, 1909 to 1946, or any Act amending extending or re-enacting the same. Provided also that the Company shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which, if an object of the Company, would make it a trade union.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to the members of the Company. Provided that nothing herein contained shall (a) prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant (past or present) of the Company or to any member of the Company or any member of the Committee of Management of the Company or to any other person in return for any services rendered to the Company; or (b) prevent the payment to any person whether or not a member of the Company or of the Committee of Management of the Company for any article, material, labour, plant or power supplied for the purposes of the Company or in repayment of moneys as provided for by paragraphs (i) and (1) of Clause 3 of this Memorandum of Association or in respect of interest at such rate as may be determined by the Committee on money lent or reasonable and proper rent for premises demised or let to the Company; or (c) prevent the repayment of travelling and/or out-of-pocket expenses incurred by any member of the Company or of the Committee of Management of the Company in the performance of special duties undertaken on behalf of the Company in accordance with the directions of the Committee,

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to:

- a) an institution or institutions having objects similar to the objects of the Company which is either a Community Amateur Sports Club or a registered Charity.
- b) the British Gliding Association.

in amounts to be determined by the members of the Company at or before the time of dissolution, or in default thereof, by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds. If and so far as effect cannot be given to such provision, then to some other Community Amateur Sports Club or registered Charity.

WE the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID UVEDAILE CORBETT
Ox House, Shobdon, Leominster, Herefordshire.
Company Director.

DONALD LESLIE DAVIS
Cherry Trees, Gaihampton, Yeovil, Somerset.
Draughtsman,

MICHAEL GEORGE GIBBONS
Middlemoor, Presteigne, Radnorshire.
Retired Company Director.

ANTHONY NOEL MAVROGORDATO
Collar Makers, West Tytherly, Salisbury, Wiltshire.
Flying Instructor.

LOUIS HILDICK WOOD
Pilgrove Farm, Hayden Hill, Cheltenham, Glos.
Flying Instructor.

KEITH WILSON
Shobdon Airfield, Leominster, Herefordshire.
Gliding Instructor.

RONALD JAMES PEARCE
3 Market Lane, Lower Penn, Wolverhampton.
Works Manager.

Dated the 21st day of August 1973

Witness to the above Signatures:

PETER GROSVENOR LEWIS
90 Etnam Street, Leominster, Herefordshire.
Chartered Accountant.

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

HEREFORDSHIRE GLIDING CLUB LIMITED

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context:-

Words	Meanings.
The Act	The Companies Act 1985 as amended by the Companies Act 1989.
These presents	These Articles of Association and regulations and by-laws made in accordance therewith.
The Company	The above-named Company.
The Club	Herefordshire Gliding Club
The Committee	The Committee of Management for the time being of the Company
Office	The registered office of the Company
Seal	The common seal of the Company
Month	Calendar month
Year	The year from 1st January to 31 st December inclusive

In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form
Members	Persons whose names are inscribed in the register of members of the Company

The expression "Secretary" shall include a Temporary or Assistant Secretary and any person duly appointed to perform any of the duties of the Secretary, Provided that any provision of these presents or of the Act requiring or authorising a thing to be done by or to a member of the Committee and the Secretary shall not be satisfied by its being done by or to the same person acting both as member of the Committee and as, or in place of, the Secretary.

Words importing the singular shall include the plural, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Company shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

MEMBERSHIP OF THE COMPANY.

2. The number of members with which the Company proposes to be registered is 100 but the Committee may from time to time register an increase of members
3. Membership of the Club is open to the public.
 - a) Membership is effective from the date and time that an Applicant hands a properly completed and signed Application for Membership form to an Officer of the Club or an authorised Member. Acceptance of an Application for Membership may only be declined where the Applicant is previously barred from applying for Membership as described in sub-clauses c) to d).
 - b) As a condition of Membership a Member agrees to comply with the Club rules and bye laws, the Air Navigation order and Regulations, the Rules of the Air and Air Traffic Control Regulations, and any other relevant provision of English or foreign law, the Pilots order book, Aerodrome Rules and Regulations, as amended and in force from time to time, and any instructions given by any officer of the Club or by any Instructor or officer of the Company.

- c) The Committee will consider Reports of material breaches of the Conditions of Membership by a Member. Upon the unanimous resolution of a meeting of the Committee, representing not less than two thirds of the Committee members, a Member may be suspended from Membership on the grounds of safety, abuse of equipment, serious misconduct or persistent non-payment. A suspended Member will be Notified of the grounds for the suspension and may not use any Club facility thereafter.
- d) A Suspended Member may Appeal the decision by writing to the Secretary within 28 days of Notification after which their Membership will lapse and they are barred from re-application. On receipt of an Appeal, the Secretary will carry out such further enquiry as may be deemed necessary. At the next available Meeting of the Committee, the Committee will consider the Appeal. The Suspended Member will be notified of this meeting and may attend to make representations. A unanimous Resolution may be passed by the Committee with not less than two thirds of the Committee members in attendance to terminate the Membership and bar the Member from re-application, else the Membership is restored.
- e) A barred Member may only be readmitted to Membership following a unanimous Resolution passed by the Committee with not less than two thirds of the Committee members in attendance or voting by proxy.

4. The subscribers to the Memorandum of Association and such other persons as are admitted to membership of the Club shall be members of the Company.

- a) The Committee may from time to time divide the membership of the Company into different classes and attach special designations, restrictions or privileges to each class.
- b) Unless and until otherwise determined by the Committee either generally or in any particular case every member of the Club shall be a member of the Company and a member of the Company shall cease to be a member on his ceasing to be a member of the Club.

5. The rights and privileges of a member of the Company shall not be transferable or transmissible.

6. All members shall be subject to annual re-election,

7. The Company shall keep a register of its members and enter therein the following particulars.

- (a) the names and addresses of its members

- (b) the date at which each person was entered in the register as a member
- (c) the date at which each person ceased to be a member

GENERAL MEETINGS.

8. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other Meetings in that year, and shall specify the Meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next.

Provided that so long as the Company holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The Annual General Meeting shall be held at such time and place as the Committee shall appoint.

9. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

10. The Committee may call an Extraordinary General Meeting whenever they think fit, and on the requisition of not less than 10% of the members of the Company, they shall forthwith convene an Extraordinary General Meeting. If at any time there are not within the United Kingdom sufficient members of the Committee capable of acting to form a quorum, any member of the Committee or any two members of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which Meetings may be convened by the Committee.

NOTICE OF GENERAL MEETINGS.

11. An Annual General Meeting and a Meeting called for the passing of a Special Resolution shall be called by twenty-one days' notice in writing at the least, and a Meeting of the Company other than an Annual General Meeting or a Meeting for the passing of a Special Resolution shall be called by fourteen days' notice in writing at the least, The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting to such persons as are under these presents entitled to receive such notices from the Company: Provided that a Meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed :-

- (A) in the case of a meeting called as the Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (B) in the case of any other Meeting, by a majority in number of the

members having a right to attend and vote at the Meeting, being a majority together representing not less than 95% of the total voting rights at that Meeting of all the members.

12. The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any person entitled to receive notice shall not invalidate the proceedings at that Meeting.

PROCEEDINGS AT GENERAL MEETINGS.

13. The business to be transacted at an Ordinary General Meeting shall be as under, and no business of any other description shall be transacted unless special notice of such business shall have been given in the notice convening the Meeting

- (A) To consider and adopt, if approved, the reports of the Committee and of any Sub-Committee appointed by the Committee.
- (B) To confirm or otherwise deal with any acts of the Committee which may require confirmation.
- (C) To consider and adopt, if approved, the accounts and balance sheet for the year past.
- (D) To appoint auditors and to fix their remuneration.
- (E) To consider the re-election of the members of the Company as required by Article 6.
- (F) To elect the Members of the Committee and Officers in place of those retiring.

14. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting, and no business shall be entered upon by an Extraordinary General Meeting except such as is set forth in the notice convening the same.

15. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business; save as herein otherwise provided, four Members present in person shall be a quorum.

16. If within half an hour from the time appointed for the Meeting a quorum is not present, the Meeting; if convened upon the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Committee may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the Meeting the Members present shall be a quorum.

17. The Chairman, or in his absence the Vice-Chairman, of the Committee shall preside as Chairman at every General Meeting, but if there be no such Chairman or Vice-Chairman, or if at any meeting they shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Committee, or if no such member be present, or if all the members of the Committee present decline to take the Chair, they shall choose some member of the Company who shall be present to preside.

18. The Chairman may, with the consent of any Meeting at which a quorum is present, (and shall if so directed by the Meeting) adjourn the Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place. When a Meeting is adjourned for thirty days or more, notice of the adjourned Meeting shall be given as in the case of an original Meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned Meeting.

19. At any General Meeting a Resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

- (a) by the Chairman; or
- (b) by at least three Members present in person

Unless a poll be so demanded a declaration by the Chairman that a Resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such Resolution.

20. If a poll be demanded as aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the Meeting shall direct, and the result of the poll shall be deemed to be the Resolution of the Meeting at which the poll was demanded.

21. No poll shall be demanded on the election of a Chairman of a Meeting or on any question of adjournment.

22. The demand for a poll may be withdrawn.

23. The demand for a poll shall not prevent the continuance of a Meeting for the transaction of any business other than the question on which a poll has been demanded.

24. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.

VOTES OF MEMBERS.

25. No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company or to the Club shall have been paid.

26. Every member who is present in person shall, subject to any restrictions imposed by authority of Regulation 4 of these presents, have one vote.

27. The business of the Company shall be managed by a Committee, which shall also be the Committee of the Club, and which, unless and until otherwise determined by a General Meeting, shall consist of not less than five or more than ten members, who shall include the following officers

- (i) Chairman
- (ii) Vice-Chairman
- (iii) Secretary
- (iv) Treasurer
- (v) Chief Flying Instructor.

Any two of the aforementioned offices, or any office which may subsequently be created as provided for above, may be held by one Officer.

28. No person who is not a member of the Company shall be entitled to hold office as a member of the Committee.

29. The first members of the Committee shall be the subscribers to the Memorandum of Association, and shall hold office until the first General Meeting of the Company at which the new Committee shall be elected. Thereafter all members of the Committee shall retire at the ordinary General Meeting in each year, but shall be eligible for re-election.

30. The members of the Committee shall not be entitled to any remuneration but shall be entitled to be paid their reasonable travelling and hotel expenses incurred in attending meetings of the Committee or of a sub-Committee or General Meetings or otherwise in connection with the business or affairs of the Company.

31. No person other than a member of the Committee retiring at the Meeting shall, unless recommended by the Committee, be eligible for election to the office of member of the Committee at any General Meeting unless, not less than fourteen days nor more than twenty-eight days before the date appointed for the Meeting there shall have been left at the Registered Office of the Company notice in writing signed by a member duly qualified to attend and vote at the Meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

32. The Company may by Ordinary Resolution vary the provisions of Regulation 29 whereby all members of the Committee retire at the Ordinary General Meeting in each year.

33. Without prejudice to the provisions of Section 184 of the Act, the Committee may by Extraordinary Resolution remove any member of the Committee before the expiration of his period of office and may by Ordinary Resolution appoint another person to be a member of the Committee in his stead, The person so appointed shall be subject to retirement at the same time as if he had become a member of the Committee on the day on which the member of the Committee in whose place he is appointed was last appointed a member of the Committee,

DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

34. The office of a member of the Committee shall ipso facto be vacated

- (a) If by notice in writing to the Company he resigns his office;
- (b) If he ceases to be a member of the Company;
- (c) If he becomes of unsound mind;
- (d) If he becomes bankrupt or makes any arrangement or composition with his creditors;
- (e) If he becomes prohibited from being a member of the Committee by virtue of any provision of the Act or any Order made thereunder;
- (f) If he retires under the provisions of Article 29 and is not re-elected;
- (g) If he is removed from office by an Extraordinary Resolution under the terms of Article 33.

POWERS OF THE COMMITTEE.

35. Without derogation from the general powers of management and the particular powers already conferred upon it by these presents, the Committee shall have power :-

- (A) To pay all expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company.
- (B) To appoint if thought fit a Patron or Patrons, a President and Vice-Presidents, and Honorary Members of the Company and to determine the conditions of their appointment.
- (C) To appoint, determine the terms of reference of and to dissolve such

Sub-Committees as it may think fit under the terms of Article 41.

- (D) To promulgate, amend, revise and amplify such rules, regulations and bye-laws not being inconsistent with these Articles or with the Memorandum of Association as may be considered necessary or desirable in connection with the conduct or the activities of members, the conditions upon which and the persons to whom flying and other facilities shall be made available by the Club, and the charges payable for or in respect of the use of such facilities, or other matters within the scope of the objects of the Company, and to interpret and give rulings upon any such rules, regulations or bye-laws.
- (E) To appoint, fix the remuneration of and dismiss such paid servants of the Company as may be considered necessary or desirable, Provided always that the Committee shall not have power to dismiss any official, whether paid or honorary, appointed by a General Meeting unless such power is specifically delegated to the Committee at the time of the appointment.
- (F) From time to time and at any time by power of attorney to appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Committee to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Committee under these presents) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Committee may think fit and the Committee may also authorise any such attorney to delegate all or any of the powers authorities and discretions vested in him.
- (G) To exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- (H) At any time, and from time to time, to appoint any person qualified under Regulation 28 of these presents to be a member of the Committee, either to fill a casual vacancy or as an addition to the existing members of the Committee, but so that the total number of members of the Committee shall not at any time exceed the maximum number fixed in accordance with these presents Any member of the Committee so appointed shall hold office only until the next following Annual General Meeting, but shall then be eligible for re-election.

- (I) Generally to exercise all such powers of the Company as are not, by the Act or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the Act or of these presents and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting, shall invalidate any prior act of the Committee which would have been valid if such regulations had not been made.

PROCEEDINGS OF THE COMMITTEE

36. The Committee may meet together for the despatch of business, adjourn, and otherwise regulate their Meetings and proceedings as they think fit and determine the quorum necessary for the transaction of business. Until otherwise determined four members of the Committee shall be a quorum. Questions arising at any Meeting of the Committee shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

37. The continuing members of the Committee may act notwithstanding any vacancy in their body. Provided always that in case their number is reduced to less than the minimum number fixed by or in accordance with these presents, it shall be lawful for the continuing members or member to act for the purpose of filling up vacancies by co-option or summoning a General Meeting, but not for any other purpose.

38. It shall not be necessary to give notice of a Meeting of the Committee to any member of the Committee for the time being absent from the United Kingdom.

39. The Chairman elected under Regulations 27 and 29 of these presents, or in his absence the Vice-Chairman, shall preside at all Meetings of the Committee, but if at any meeting the Chairman or Vice-Chairman be not present within five minutes after the time appointed for holding the same, the members of the Committee present shall choose one of their number to act as Chairman of such Meeting.

40. A Meeting of the Committee for the time being at which the requisite quorum is present shall be competent to exercise all or any of the powers, authorities and discretions of or under these presents vested in or exercisable by the Committee generally.

41. The Committee may delegate any of its powers to Sub-Committees, or appoint Sub-Committees to act in an advisory capacity. Members of such Sub-Committees, other than their Chairmen, need not be members of the Committee. Sub-Committees shall be subject to annual re-appointment, and their terms of reference to annual review, by the Committee at its first meeting following each Annual General Meeting of the Company. Any such Sub-Committee shall, in the exercise of powers delegated, conform to any regulations that may be imposed upon them by the Committee, and any regulations or bye-laws affecting the rights of members proposed by any such

Sub-Committee shall be subject to the approval of the Committee. The Chairman of the Committee shall, ex officio, be a member of all Sub-Committees.

42. The Meetings and proceedings of any such Sub-Committee consisting of two or more members shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Committee so far as the same are applicable thereto and are not amended or superseded by any regulations made by the Committee under the last preceding Article.

43. All acts done by any Meeting of the Committee, or of a Sub-Committee thereof, or by any person acting as a member of the Committee, or of a Sub-Committee, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such member of the Committee or person acting as aforesaid, or that they, or any of them were disqualified, or had vacated office, be as valid as if every such person had been duly appointed and was qualified and had continued to be a member of the Committee or of a Sub-Committee.

44. A resolution signed by all the members of the Committee for the time being entitled to receive notice of a Meeting of the Committee shall be as valid and effectual as a Resolution passed at a Meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more Members of the Committee.

45. The Committee shall cause minutes to be made in books provided for the purpose :-

- (a) of all appointments of officers made by the Committee;
- (b) of all Resolutions and proceedings at all Meetings of the Company, and of the Committee and of all Sub-Committees appointed by the Committee;
- (c) of the names of the members of the Committee present at each meeting of the Committee and of any Sub-Committee thereof;

and every member present at any Meeting of the Committee or of any Sub-Committee shall sign his name in a book to be kept for that purpose.

THE SEAL.

46. The seal of the Company shall not be affixed to any instrument except by the authority of a Resolution of the Committee and in the presence of at least one member of the Committee and of the Secretary, and the said member or members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the seal has

been properly affixed.

ACCOUNTS.

47. The Committee shall cause proper books of account to be kept with respect to
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

48. The books of account shall be kept at the Registered Office of the Company, or subject to the provisions of Section 147(3) of the Act at such other place as the Committee shall think fit, and shall at all times be open to the inspection of the members of the Committee, but no person (not being a member of the Committee) shall have any right to inspect any book, account or document of the Company, except as conferred by the Act or authorised by the Committee or by a Resolution of the Company in General Meeting.

49. The Committee shall from time to time, in accordance with the provisions of the Act, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are specified in the Act.

50. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditor's Report, shall not less than twenty-one days before the date of the Meeting be sent to every member and every holder of debentures of the Company and to the Auditors.

51. Every account of the Company when audited and approved by an Annual General Meeting shall be conclusive, except as regards any error discovered therein within three months next after the approval thereof. Whenever any such error is discovered within that period the account shall forthwith be corrected, and thenceforth shall be conclusive.

AUDIT.

52. Once at least in every year the accounts of the Company shall be examined and the correctness of the profit and loss account, balance sheet, and group accounts (if

any) ascertained by an Auditor,

53. (amended as at 29th October 1994) An Auditor, being a Member of the Company or some other person or Company or Firm as may be agreed shall be appointed by Ordinary Resolution each Annual General Meeting.

NOTICES.

54. A notice or other document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the Register of Members

55. Any member described in the Register by an address not within the United Kingdom who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid, no member other than a member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

56. Any notice or other document, if served by post, shall be deemed to have been served at the time when the letter containing the same is put into a post office situated within the United Kingdom, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into such post office.

INDEMNITY

57. Every member of the Committee or other officer of the Company shall be indemnified out of the assets of the Company from and against all liabilities incurred by him in relation to the matters referred to in paragraph (b) of the proviso to Section 205 of the Act.

FIRST CHAIRMAN OF THE COMMITTEE OF MANAGEMENT.

58. The first Chairman of the Committee of Management referred to in Article 27 shall be Donald Leslie Davis.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

DAVID UVEDAILE CORBETT
Ox House, Shobdon, Leominster, Herefordshire.
Company Director.

DONALD LESLIE DAVIS
Cherry Trees, Gaihampton, Yeovil, Somerset.
Draughtsman,

MICHAEL GEORGE GIBBONS
Middlemoor, Presteigne, Radnorshire.
Retired Company Director.

ANTHONY NOEL MAVROGORDATO
Collar Makers, West Tytherly, Salisbury, Wiltshire.
Flying Instructor.

LOUIS HILDICK WOOD
Pilgrove Farm, Hayden Hill, Cheltenham, Glos.
Flying Instructor.

KEITH WILSON
Shobdon Airfield, Leominster, Herefordshire.
Gliding Instructor.

RONALD JAMES PEARCE
3 Market Lane, Lower Penn, Wolverhampton.
Works Manager.

Dated the 21st day of August 1973

Witness to the above Signatures:

PETER GROSVENOR LEWIS
90 Etnam Street, Leominster, Herefordshire.
Chartered Accountant.