

THE COMPANIES ACT 1948

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

NORFOLK GLIDING CLUB LIMITED

1. The name of the Company (hereinafter called “the Association”) is “NORFOLK GLIDING CLUB LIMITED”.
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-
 - (A) The main purposes of the club are to provide facilities for and to promote participation in the amateur sport of gliding in East Anglia.**
 - (B) To carry on business as Instructors in Aviation and Aerial Navigation.
 - (C) To undertake and carry on repairing, reconditioning and reconstructing, overhauling, repainting and testing of aircraft and aircraft engines of all kinds and housing the same.
 - (D) To provide, either alone or in conjunction or by arrangement with others, aircraft and equipment, both for persons and vehicles, aerodromes, landing grounds, hangars and repair shops, and to equip and maintain the same and to permit the same to be used by the Members of the said club and their friends either gratuitously or upon such terms as shall be agreed upon such terms as shall be agreed upon and to effect such policies of insurance in connection therewith as the Association shall deem expedient.
 - (E) To promote, organise and conduct either alone or in conjunction with others, any competitions or races, and to subscribe to and provide or offer prizes in respect thereof.
 - (F) To establish and carry on a school or schools for the instruction and teaching of aviation and gliding where pupils may receive training or tuition of every kind concerning the piloting, navigating and maintenance of aircraft and to encourage and assist pupils and to do anything calculated in the opinion of the Association to encourage, promote or advance knowledge, training and learning concerning aviation and gliding generally, to provide for pupils and other facilities or other amenities and services which the opinion of the Association may conveniently be provided, ad accessories of all types to let on hire or otherwise.
 - (G) To enter into any arrangements with any authorities, municipal, local or otherwise or with the proprietors or managers of any airports, aerodromes and clubs and with any dealers in, and repairers of aircraft and dealer in petrol, oil and other fuels, and caterers and hotel keepers, that may seem conducive to the attainment of the Association's objects, or any of them and to obtain from such authorities, persons, firms and companies any rights, privileges and concessions which the Association may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges and

concessions.

(H) To arouse local interest in everything connected with aviation and gliding and to encourage the development of airports and landing grounds in the County of Norfolk and other places.

(I) To assist the Royal Aero Club where possible in any events held under the auspices of that club, and to participate when desirable in any flying or gliding meetings in Great Britain.

(J) To encourage and undertake the study and teaching of theoretical and practical aerostatics and aeronautics in all its several branches; and the construction, maintenance and practical running of aircraft in the County of Norfolk or at such other place or places as may from time to time be decided upon.

(K) To buy, sell, prepare, repair let on hire and deal in all kinds of aircraft, and engines and other component parts thereof and all kinds of machinery, and all kinds of equipment, both for persons and aircraft, and aerodromes, and petrol, oil and other fuels and lubricants, electricity, electric batteries and other requirements for motors and aircraft, foodstuffs, beverages, and all kinds of refreshments, cigarettes and tobacco and all kinds of articles and things which may be required by persons frequenting the Association's premises.

(L) To hire and employ all classes of persons considered necessary for the purposes of the Association and to pay to them and to other persons, in return for services rendered to the Association, salaries, wages, gratuities and pensions.

(M) Subject to the provisions of section 14 of the Companies Act 1948, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the work of the Association.

(N) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.

(P) To borrow or raise money for the purpose of the Association on such terms and on such security as may be thought fit.

(Q) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.

(R) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.

(S) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others. Any regulation, restriction or condition which if any object of the Association, would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, all surplus income or profit are to be reinvested in the Association. No surpluses or assets will be distributed to members or third parties.**

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association; provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of 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 £5.
7. If in the winding up or dissolution of the Association 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 Association but upon the dissolution of the

Association any remaining assets shall be given or transferred to another CASC, a registered charity or the sport's governing body for use by them in related community sports.**

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditures account and balance sheet ascertained by one or members of the Association (Examiners) approved at the Annual General Meeting.*

* As amended by a special resolution passed at an Extraordinary General Meeting of the Association held on 2nd September 2006.

** As amended by special resolutions passed at an Extraordinary General Meeting of the Association held on 2nd September 2006 and at an Annual General Meeting of the Association held on 19th February 2011.

THE COMPANIES ACT 1948
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

NORFOLK 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 -

<u>Words</u>	<u>Meanings</u>
The Act	The Companies Act 1948
These presents	These Articles of Association, and the regulation of the Association from time to time in force
The Association	The above-named Association
The Council	The Council of Management for the time being of the Association
The Office	The registered office of the Association
The Seal	The common seal of the Association
The United Kingdom	Great Britain and Northern Ireland
Month	Calendar month
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

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 Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of members with which the Association proposes to be registered is three hundred, but the Council may from time to time register an increase of members.*

3. The provisions of section 116 of the Act shall be observed by the Association, and every member of the Association shall either sign a written consent to become a member or sign the register of members on becoming a member.
4. The Association is established for the purposes expressed in the Memorandum of Association.
5. (a) The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Association. Membership of the Association shall be open to anyone interested in the sport on application regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. However, limitation of membership according to available facilities is allowable on a non-discriminatory basis.
(b) The Association may have different classes of membership and subscription on a non-discriminatory and fair basis. The Association will keep subscriptions at levels that will not pose a significant obstacle to people participating.
(c) The Association Committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Association or sport into disrepute. Appeal against refusal or removal may be made to the members.***
6. A member shall ipso facto cease to be a member of the Association:
 - (a) if he resigns his membership by giving notice in writing to the Association of his intention so to do, in which case he shall cease to be a member upon receipt of the notice by the Association;
 - (b) If the Council shall resolve, after giving the member a proper opportunity of being heard, that it is not in the interests of the Association that he continue to be a member.
7. Where any member has ceased for any reason to be a member, it shall be within the power of the Council, either unconditionally or on such conditions as may to them seem expedient, to reinstate him as a member.
8. Any person ceasing to be a member shall nevertheless remain liable to pay all sums (if any) presently payable by him to the Association at the date of his ceasing to be a member.

GENERAL MEETINGS

9. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
10. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
11. The Council may whenever they think fit convene and Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default

may be convened by such requisitionists, as provided by section 132 of the Act.

12. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of the business, shall be given in manner hereinafter mentioned to such persons as are under these presents or under the Act entitled to receive such notices from the Association; but with the consent of all members having the right to attend and vote thereat, or such proportion of them as is prescribed by the Act in the case of meetings other than the Annual General Meetings, a meeting may be convened by such notice as those members may think fit.**
13. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

14. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Examiners, and the election of members of the Council in the place of those retiring.**
15. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided five members personally present shall be a quorum.
16. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on 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 at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present, within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
17. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he 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 Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Association 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to 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 upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, of by a members or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
20. Subject to the provisions of Article 21, if a poll be demanded in manner 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 the meeting, or on any question of adjournment.
22. 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.
23. The demand of 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.

VOTES OF MEMBERS

24. Subject as hereinafter provided, every member shall have one vote.
25. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of his membership shall be entitled to vote on any question either personally or by proxy for another member at any General Meeting.
26. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by section 139 of the Act. A proxy need not be a member.
27. The instrument appointing a proxy shall be in writing under the had of the appointor or is attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and , if none, then under the hand of some officer duly authorised in that behalf.
28. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which he person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its

execution.

29. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
30. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:-
“I,
of,
a member of
hereby appoint
of
and failing him,
of
to vote for me and on my behalf at the (Annual or Extraordinary, or Adjourned, as the case may be) General Meeting of the Association to be held on the day of and at every adjournment thereof.
As witness my hand this day of 19 .”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

COUNCIL OF MANAGEMENT

31. Until otherwise determined by a General Meeting, the number of members of the Council shall not be less than five nor more than twelve.
32. The first members of the Council shall be the subscribers to the Memorandum of Association.
33. The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.
34. No person who is not member of the Association shall in any circumstances be eligible to hold office as a member of the Council.
35. The members of the Council shall be entitled to be repaid by the Association all such reasonable travelling (including hotel and incidental) expenses as they may incur in attending meetings of the Council or general meetings or which they may otherwise incur in or about the business of the Association.
36. No member of the Council or intending member shall be disqualified by his office from contracting with the Association either with regard to his tenure or any other office or employment under the Association or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Association in which any member of the Council is in any way interested, be liable to be avoided, nor shall

any member so contracting or being so interested be liable to account to the Association for any profit realised by any such contract or arrangement by reason of his holding that office, or of the fiduciary relation thereby established but the nature of his interest shall be declared by him at the meeting of the Council at which the question of entering into the contract or arrangement is first taken into consideration, if his interest then exists, or in any other case at the first meeting of the Council after he becomes so interested. Provided nevertheless, that a member of the Council shall no vote in respect of any contract or arrangement in which he is so interested, and if he shall do so his vote shall not be counted, but this prohibition shall not apply to any arrangement for giving any member of the Council any security or indemnity in respect of money lent by him to, or obligations undertaken by him for the benefit of, the Association nor to any contract by a member of the Council to subscribe for or underwrite debentures of the Association, and it may from time to time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, arrangement or transactions, by the Association in general meeting.

37. A general advice given to the Council by any member of the Council to the effect that he is a member of any specified company or firm and is to be regarded as interested any contract which may thereafter be made with that company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made; provided that no such notice shall be of effect unless either it is given at a meeting of the Council or the member of the Council giving it takes reasonable steps to secure that it is brought up and read at the next meeting of the Council after it is given.

POWERS OF THE COUNCIL

38. The business of the Association shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Association as they may think fit, and may exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by statute or these presents required to be exercised or done by the Association in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Association, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.
39. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at an time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Association, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

40. The Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

41. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council and of the Secretary, and the said 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 the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL

42. The office of a member of the Council shall be vacated:-
- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
 - (B) If he becomes of unsound mind.
 - (C) If he ceases to be a member of the Association.
 - (D) If by notice in writing to the Association he resigns his office.
 - (E) If he ceases to hold office by reason of any order made under section 188 of the Act.
 - (F) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act.

ROTATION OF MEMBERS OF THE COUNCIL

43. At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-half of the members of the Council for the time being, or if their number is not a multiple of two then the number nearest to one-half, shall retire from office. A member of the Council retiring at a meeting shall retain office until the close or adjournment of the meeting.
44. The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Council shall be eligible for re-election.
45. The Association may, at the meeting at which a member of the Council retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
46. No person not being a member of the Council retiring at the meeting shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any General Meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present 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 the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-eight intervening days.

47. The Association may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and make the appointments necessary for effecting any such increase.
48. In addition and without prejudice to the provisions of section 184 of the Act, the Association may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE COUNCIL

49. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.
50. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.
51. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.
52. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Council generally.
53. The Council may delegate any of their powers to committees consisting of such member or members of the Council as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulation made by the Council.
54. All acts bona fide done by any meeting of the Council or of any committee of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

55. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Association and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
56. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

ACCOUNTS

57. The Council shall cause proper books of account to be kept with respect to:-
- (A) all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
 - (B) all sales and purchases of goods by the Association;
 - (C) the assets and liabilities of the Association.
- 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 affairs of the Association and to explain its transactions.
58. The books of account shall be kept at the office, or subject to section 147(3) of the Act, at such other places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
59. The Association in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by members, other than members of the Council, of the accounts and books of the Association, or any of them, and subject to such restrictions the accounts and books of the Associations shall be open to the inspection of such members at all reasonable times during business hours.
60. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Examiners, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section 158(1)(c) of the Act, be sent to the Examiners and to all persons entitled to receive notices of General Meetings in the manner in which notices are hereafter directed to be served. The Examiners' report shall be open to inspection and be read before the meeting.**
61. Once at least in every year the accounts of the Association shall be examined and the

correctness of the income and expenditure account and balance sheet ascertained by one or more Examiners or Examiner.**

62. **

NOTICES

63. A notice may be served by the Association upon 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.

64. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Association 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 and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Association.

65. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION

66. Clause 7 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

PRIVATE COMPANY

67. The Association shall be a Private Company, and accordingly the following provision shall have effect:-

(A) The Association shall not offer any of its Share or Debentures to the public for subscription;

(B) The number of Members of the Association shall not at any time exceed five hundred*; and

(C) The Council may refuse to register any transfer of Shares.

* As amended by special resolutions passed at an Extraordinary General Meeting of the Association held on 27th June 2000.

** As amended by special resolutions passed at an Extraordinary General Meeting of the Association held on 2nd September 2006.

*** As amended (or in the case of Article 62 deleted) by special resolutions passed at an Annual General Meeting of the Association held on 19th February 2011.