

THE COMPANIES ACTS 1948 AND 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

OF

NORFOLK GLIDING CLUB LIMITED

1. The name of the Company is “NORFOLK GLIDING CLUB LIMITED”. *
2. The registered office of the Company will be situate in England. *
3. [Deleted – replaced by Article [2.1]] *
4. [Deleted – replaced by Articles [13.1 and 13.2]] *
5. The liability of the members is limited.
6. [Deleted – replaced by Article [4.1]] *
7. [Deleted – replaced by Article [13.3]] *
8. [Deleted – replaced by Articles [5.4, 12.1 and 12.2]] *

* As amended by a special resolution passed at an Extraordinary General Meeting of the Company held on [2020].

THE COMPANIES ACTS 1948 AND 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

NORFOLK GLIDING CLUB LIMITED

(Incorporated in England and Wales with registered number 00666834)

1. INTERPRETATION

1.1. The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 shall not apply to the Company.

1.2. In the Articles, unless the context requires otherwise:

Act means the Companies Act 2006;

AGM means an Annual General Meeting of the Company;

Articles means these articles of association;

Bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

CASC means a Community Amateur Sports Club, as that term is defined by section 658 of the Corporation Tax Act 2010;

Chairman has the meaning given in Article [7.7];

Company means Norfolk Gliding Club Limited;

Director means a director of the Company, and includes any person occupying the position of director, by whatever name called;

Document includes, unless otherwise specified, any document sent or supplied in electronic form;

Electronic form has the meaning given in section 1168 of the Act;

Member means every individual who has agreed to do become a member of the Company and whose name is entered in the Company's register of members in accordance with section 112 of the Act;

Ordinary resolution has the meaning given in section 282 of the Act;

Rules means the rules and regulations described in Article [3.1(c)] as made by the Directors from time to time;

Secretary means any person appointed to perform the duties of secretary of the Company;

Special resolution has the meaning given in section 283 of the Act;

Sports means the amateur sports of gliding and other recreational flying;

Subsidiary has the meaning given in section 1159 of the Act ;

Voting Member means a Member who is eligible to vote; and

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3. Unless the context otherwise requires:

- a) other words or expressions contained in the Articles bear the same meaning as in the Act as in force on the date when the Articles become binding on the Company;
- b) words in the singular shall include the plural and vice versa; and
- c) a reference to one gender shall include a reference to any gender.

- 1.4. Headings are for convenience only and shall not affect the construction or interpretation of the Articles.
- 1.5. Unless the context otherwise requires, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time.
- 1.6. Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. OBJECTS

- 2.1. The Company is established as a Sports club for the following purposes:
 - a) to promote participation in and to provide facilities for the Sports in East Anglia;
 - b) to provide education and instruction in the Sports;
 - c) to provide advice and information relating to the Sports;
 - d) to provide social and other facilities for Members.

3. POWERS

- 3.1. The Company has power to do anything which is calculated to further its objects or is conducive or incidental to doing so, including the power to:
 - a) develop and implement strategies for the promotion, marketing and development of the Sports and the Company;
 - b) promote and hold meetings, competitions, races and other events for gliders and other aircraft; offer, give or contribute towards prizes, medals or awards; and pay reasonable hospitality for visiting teams and guests;
 - c) make, vary and revoke Rules relating to: classes of membership of the Company; the levels of annual subscription fees or entrance fees to be paid by Members of each class; the conduct of Members; complaints and disciplinary procedures for Members; the Company's affordable participation, child protection, equality and equal opportunities and other policies; and such other matters as may be necessary or desirable to ensure the good administration of the Company and the achievement of its objects;

- d) co-operate with, affiliate to and carry out functions delegated to it by relevant bodies including other recreational and sporting aviation organisations, and relevant national and local government bodies and non-governmental organisations;
- e) acquire, hire and operate property of any kind including aerodromes, landing grounds, buildings and structures, gliders and aircraft of all kinds;
- f) acquire any rights or privileges that may be necessary or convenient in connection with the use of its property;
- g) construct, maintain and alter buildings or structures;
- h) sell, let or otherwise dispose of all or any of the property or assets of the Company as may be thought expedient;
- i) accept gifts and raise funds;
- j) open, operate and close bank and building society accounts;
- k) deposit or invest funds in any manner;
- l) set aside funds for special purposes or as reserves against future expenditure;
- m) draw, make accept, endorse, discount, execute and issue promissory notes, bills of exchange and other negotiable or transferable instruments;
- n) borrow money;
- o) give security for loans or other obligations;
- p) lend money and take security for loans or other obligations;
- q) insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company whenever required;
- r) employ any person, including Members, as paid or unpaid agents, staff and advisers;
- s) establish or acquire Subsidiaries;
- t) undertake and execute charitable and other trusts;

- u) do all of the above things in conjunction with others or by or through agents;
- v) do anything else within the law which promotes or helps to promote the objects set out in Article [2.1].]

4. MEMBERS

Liability

- 4.1. The liability of each Member is limited to £5, being the amount that each Member 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 after he ceases to be a Member, for:
- a) payment of the Company's debts and liabilities contracted before he ceases to be a Member;
 - b) payment of the costs, charges and expenses of winding up; and
 - c) adjustment of the rights of the contributories among themselves.

Applications for membership

- 4.2. Membership of the Company shall be open to any individual who is interested in the Sports regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating.
- 4.3. An applicant for membership shall complete an application form in the form approved by the Directors from time to time.
- 4.4. The Directors may only refuse an application for membership made in accordance with Article [4.3]:
- a) on a non-discriminatory basis, if the Company is unable to provide such facilities as may be necessary to enable the applicant to participate in the Sports; or
 - b) for good cause, such as conduct or character likely to bring the Company or the Sports into disrepute.

If the Directors refuse an application for membership under Article [4.4(b)], appeal against such refusal may be made to the Members in accordance with the Company's complaints and disciplinary procedures as set out in the Rules from time to time.

4.5. Membership is not transferable.

Classes of Membership

4.6. The Directors may, provided that they do so on a fair and non-discriminatory basis, establish classes of membership with different rights (including voting rights) and obligations. The rights and obligations of each such class of membership shall be recorded in the Rules and in the Company's register of Members.

4.7. The rights attached to a class of membership may only be varied if:

- a) three-quarters of the Members of that class consent in writing to that variation; or
- b) a Special Resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.

4.8. The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.

4.9. For the avoidance of doubt, the following shall not constitute a change to the rights attached to that class of membership:

- a) a change in the level of annual subscription fees or entrance fees to be paid by Members of any class;
- b) a change in the level of fees to be paid to the Company in respect of goods, services or facilities by Members of any class.

Conditions of membership

4.10. All Members shall be subject to and comply with the Rules.

4.11. A Member shall pay the entrance and/or annual subscription fee set out in the Rules for the class of membership that he or she holds within 1 month of the due date. If the Company has agreed that such fee may be paid in installments, the Member shall pay each installment within 7 days of the due date for payment of such installment.

Termination of membership

4.12. A Member may withdraw from membership of the Company by giving 7 days' notice to the Company in writing.

4.13. A person's membership terminates when that person dies or ceases to exist.

4.14. The Directors may terminate the membership of any Member for good cause such as:

- a) failure to pay the entrance and/or annual subscription fee due in respect of his membership in accordance with Article [4.11]; or
- b) failure to otherwise comply with the Rules;
- c) conduct or character likely to bring the Company or the Sports into disrepute;

by giving him written notice. Appeal against termination of membership may be made to the Members in accordance with the Company's complaints and disciplinary procedures set out in the Rules.

5. GENERAL MEETINGS

5.1. General meetings of the Company may be called by the Directors at any time on not less than 14 clear days' written notice.

5.2. The Directors shall call a general meeting of the Company within 21 clear days of the Company receiving requests to do so from at least 5 per cent of Members eligible to vote at the time of the request. Each such meeting shall be called for a date not less than 28 clear days after the date of the notice calling the meeting and if the requests received by the Company identify a resolution to be moved at the meeting, the notice of the meeting shall include notice of the resolution.

Annual General Meeting

5.3. The Company shall hold a general meeting as its AGM in every calendar year (in addition to any other meetings held during the year) at such time and place as may be determined by the Directors. The Directors shall specify the meeting as the AGM in the notice calling it.

5.4. The AGM shall be held for the following purposes:

- a) to receive the Company's annual statutory accounts;
- b) to receive a report from the Directors on the activities of the Company since the previous annual general meeting;
- c) to elect Directors to fill any vacancies arising;
- d) to transact such other business as may be specified in the notice calling the meeting.

Attendance and speaking

- 5.5. The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

Quorum

- 5.6. The quorum for general meetings of the Company shall be five Voting Members present in person or by proxy. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

Chairing general meetings

- 5.7. The Chairman shall chair general meetings if present and willing to do so.
- 5.8. If the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- a) the Directors present; or
 - b) if no Directors are present, the meeting;

shall appoint a Director or Member to chair the meeting.

- 5.9. The appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this Article is referred to as 'the chairman of the meeting'.

Adjournment

- 5.10. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 5.11. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- a) the meeting consents to an adjournment; or
 - b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

5.12. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

5.13. When adjourning a general meeting, the chairman of the meeting must:

- a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

5.14. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- a) to the same persons to whom notice of the Company's general meetings is required to be given; and
- b) containing the same information which such notice is required to contain.

5.15. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting

5.16. Every Member shall be entitled to receive notice of and to attend general meetings.

5.17. Every Voting Member present in person or by proxy shall be entitled to cast one vote on each issue.

5.18. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

5.19. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting whose decision is final.

Poll votes

5.20. A poll on a resolution may be demanded:

- a) in advance of the general meeting where it is to be put to the vote; or
- b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

5.21. A poll may be demanded by:

- a) the chairman of the meeting;
- b) the Directors; or
- c) two or more persons having the right to vote on the resolution.

5.22. A demand for a poll may be withdrawn if:

- a) the poll has not yet been taken; and
- b) the chairman of the meeting consents to the withdrawal.

5.23. Polls must be taken immediately and in such manner as the chairman of the meeting directs.

Content of proxy notices

5.24. Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which:

- a) states the name and address of the Member appointing the proxy;
- b) identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
- c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

5.25. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

5.26. Unless a proxy notice indicates otherwise, it must be treated as:

- a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

Delivery of proxy notices

- 5.27. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 5.28. An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 5.29. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 5.30. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

Amendments to resolutions

- 5.31. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 5.32. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
 - b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

5.33. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted on.

5.34. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

6. DIRECTORS

Directors' general authority

6.1. The Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

Members' reserve powers

6.2. The Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

Directors may delegate

6.3. The Directors may delegate any of the powers which are conferred on them under the Articles:

- a) to such person or committee;
- b) by such means (including by power of attorney);
- c) to such an extent;
- d) in relation to such matters; and
- e) on such terms and conditions;

as they think fit.

6.4. The Directors may at any time revoke any delegation in whole or part, or alter its terms and conditions.

Committees

6.5. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

6.6. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

Appointment of Directors

6.7. Any Member who is willing to act as a Director and is permitted by law to do so, may be appointed to be a Director:

- a) by ordinary resolution; or
- b) by a decision of the Directors, provided that the Directors may not appoint as a Director:
 - any person removed from office under Article [6.10(d)]; or
 - any other person who has previously been a Director unless at least one year has elapsed since that person's appointment was terminated.

6.8. The number of Directors shall not be less than three or more than eleven.

6.9. All acts carried out in good faith at any meeting of the Directors or of any committee or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person, be as valid as if such person had been duly appointed or had duly continued in office.

Termination of Director's appointment

6.10. A person ceases to be a Director as soon as that person:

- a) resigns from office by written notice to the Directors, and such resignation has taken effect in accordance with its terms;
- b) ceases to be a Member;
- c) has acted as a Director for 5 consecutive years;
- d) is removed from office by ordinary resolution passed by the Members in general meeting;

- e) is absent without sufficient reason from 3 consecutive meetings of the Directors and the Directors resolve to remove that person from office;
- f) ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- g) a bankruptcy order is made against that person;
- h) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- i) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months.

7. DIRECTORS' MEETINGS

7.1. Subject to the Articles, the Directors may meet together, adjourn and otherwise regulate their meetings as they think fit, provided that they must hold at least six meetings each year.

7.2. A meeting of the Directors may be held either in person or by suitable electronic means agreed by the Directors in which all participants may communicate with all other participants. If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

Notice of meetings

7.3. Any Director may call a Directors' meeting by giving notice of the meeting to each of the Directors or by authorising the Secretary to give such notice. Such notice need not be in writing but must indicate:

- a) its proposed date and time;
- b) where it is to take place; and
- c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

7.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been

held, that does not affect the validity of the meeting, or of any business conducted at it.

Quorum

7.5. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than three, and unless otherwise fixed it is three.

7.6. If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision:

- a) to appoint further Directors; or
- b) to call a general meeting so as to enable the Members to appoint further Directors.

Chairman

7.7. The Directors may appoint one of their number to chair their meetings and terminate the Chairman's appointment at any time. If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it.

Voting

7.8. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed to by all eligible Directors is valid as if it had been passed as a resolution at a meeting. For this purpose, the resolution may be contained in more than one document. References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting. A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.

7.9. Every Director shall have one vote on each issue. If the numbers of votes for and against a proposal are equal, the Chairman or other Director chairing the meeting has a casting vote, provided that this does not apply if the Chairman or such other Director may not vote or form part of a quorum in accordance with the Article [7.10].

Conflicts of interest

7.10. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless:

- a) the Company by ordinary resolution dis-applies the provision of the Articles which would otherwise prevent a Director from being counted as participating in the decision-making process; or
- b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- c) the Director's conflict of interest arises from a permitted cause.

7.11. For the purposes of Article [7.10], the following are permitted causes:

- a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries: and
- b) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors.

7.12. For the purposes of Article [7.10], references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

7.13. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman or other Director chairing the meeting whose ruling in relation to any Director other than himself is to be final and conclusive.

7.14. If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman or other Director chairing the meeting, the question is to be decided by a decision of the other Directors at that meeting, for which purpose the Chairman or other Director chairing the meeting is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

8. PAYMENTS TO OR FOR THE BENEFIT OF DIRECTORS

Directors' expenses

8.1. The Company may pay any reasonable expenses which the Directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

Directors' remuneration

8.2. The Directors are not entitled to remuneration:

- a) for their services to the Company as Directors; or
- b) for any other service which they undertake for the Company.

Indemnity

8.3. A relevant Director may be indemnified out of the Company's assets against:

- a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any of its Subsidiaries;
- b) any liability incurred by that Director in connection with the activities of the Company or its Subsidiaries in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act);
- c) any other liability incurred by that Director as an officer of the Company or Subsidiary;

provided that this Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law. In this Article a "relevant Director" means any Director or former Director of the Company or any of its Subsidiaries.

Insurance

8.4. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director or other officer of the Company in respect of any relevant loss. In this Article:

- a) a "relevant director" means any director or former director of the Company or any of its Subsidiaries;
- b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, Subsidiary or any

pension fund or employees' share scheme of the Company or Subsidiary.

9. TREASURER

9.1. The Directors shall appoint a Treasurer from amongst their number for such term and upon such conditions as they may think fit and may remove the Treasurer from office at any time.

10. SECRETARY

10.1. The Directors shall appoint a Secretary from amongst their number for such term and upon such conditions as they may think fit and may remove the Secretary from office at any time.

11. PRESIDENT

11.1. The Directors may from time to time appoint a President and one or more Vice-Presidents for such term and upon such conditions as they may think fit, and may remove any President or Vice-President so appointed. No such person shall be deemed a Director or otherwise an officer of the Company solely by reason of that person's appointment to the position of President or Vice-President as the case may be.

12. ADMINISTRATIVE ARRANGEMENTS

Records and accounts

12.1. The Directors must comply with the requirements of the Act as to keeping of records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- a) annual accounts;
- b) annual reports;
- c) annual returns.

12.2. Accounting records relating to the Company shall be available for inspection by any Director at any time during normal office hours. Except as provided by law or authorised by the Directors or an Ordinary Resolution, no person is entitled to inspect any of the Company's accounting or other records or documents solely by virtue of being a Member.

12.3. A Member shall be entitled to receive copies of the Articles and the Company's most recent statutory accounts on request made to any Director.

12.4. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors and all committees, and by the Company in general meeting.

12.5. Any such records, if purporting to be signed by the chairman of the meeting, or by the chairman of the next succeeding meeting, shall be evidence without any further proof of the facts therein stated.

Means of communication to be used

12.6. Anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.

12.7. Any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.

12.8. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

13. COMPANY ASSETS TO BE USED FOR CASC PURPOSES

Profits not to be distributed

13.1. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company set out in Article [2.1].

13.2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in the Articles shall prevent any payment in good faith by the Company of:

- a) reasonable and proper remuneration to any Member for any services rendered to the Company;

- b) interest on any money lent by a Member at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the Directors;
- c) reasonable and proper rent for premises demised or let by any Member;
- d) reasonable out-of-pocket expenses properly incurred by any Member;
or
- e) any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Company.

Dissolution

13.3. If the Company is wound up or dissolved and, after all its debts and liabilities have been satisfied, there remains any property whatsoever, it shall not be paid to or distributed among the Members but shall be given or transferred, at the sole discretion of the Directors, to:

- a) another club that is a registered CASC with purposes similar to those of the Company; or
- b) another club that is a charity with purposes similar to those of the Company; or
- c) the national governing body for the sport of gliding for use by it for related community sports.