

Memorandum of Association of The Vintage Glider Club Limited

- 1 The company's name is The Vintage Glider Club Limited (the "Club")
- 2 The Club's registered office is to be situated in England and Wales
- 3 The Club's objects (the "Objects") are
 - 3.1.1 to promote the international preservation, restoration and flying of historical and vintage gliders,
 - 3.1.2 to collect, preserve and publish information about 3.1.1.
 - 3.1.3 to locate and preserve documents and artefacts connected with gliding.
 - 3.1.4 to uphold and further the objectives of the Club by providing an international focus for mutual support, exchange of information and social activities,
 - 3.1.5 to negotiate with the respective national authorities of its members on matters of interest and concern to the Club
 - 3.1.6 to educate members, academic and other interested groups at home and abroad to further knowledge of the history and practice of vintage glider flying
 - 3.1.7 to co-operate and negotiate with government bodies and other interested organisations to ensure that the members' best interests are protected
 - 3.1.8 to establish, maintain and conduct a club for the accommodation of the members and their friends and generally to afford to them all the usual privileges, advantages, convenience and accommodation of a club
 - 3.1.9 to issue membership cards to the members of the Club
 - 3.1.10 to prepare, print and publish any periodicals, books, circulars, leaflets or other literature which may be thought desirable for the promotion of the interests of the Club and its members and others interested in the objects of the Club and to distribute among its members and others information and statistics on all matters affecting the said objects, and in these or other activities undertake the duties of advertising and publicity agents
 - 3.1.11 the Club may associate with, affiliate to or become a member of other associations, clubs, bodies, or individuals on such terms and subject to such agreements as the Club Committee ("Committee") may from time to time approve, provided that no subscription be paid to any such other association or club out of funds of the Club, except bona fide in furtherance of the objects of the Club

- 3.1.12 to place or transfer any property both real and personal belonging to the Club into a trust or other such arrangement as the Club considers appropriate where the Club shall take or hold any property which may be subject to any trusts, the Club shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts,
- 3.1.13 to establish, undertake and execute any trusts which may lawfully be, or which are required by law to be established, undertaken or executed in relation to any sums paid to the Club,
- 3.1.14 to open and operate bank accounts,
- 3.1.15 to enter into and perform any agreements or arrangements with any government or authority (central, municipal, local or otherwise) that may seem conducive to the attainment of any of the above Objects,
- 3.1.16 to raise funds, in doing so, the Club must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations
- 3.1.17 to co-operate with other Clubs, Charities, voluntary bodies and statutory authorities and to exchange information and advice with them,
- 3.1.18 to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves,
- 3.1.19 to employ and remunerate such staff as are necessary for carrying out the work of the Club. The Club may employ or remunerate a Director only to the extent it is permitted to do so by this clause 3, and provided that it complies with the conditions in this clause 3,
- 3.1.20 to deposit or invest funds,
- 3.1.21 to arrange for the investments or other property of the Club to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000,
- 3.1.22 to purchase and maintain insurance for the benefit of any persons who are or were at any time officers or employees of the Club, including, to such extent as may be permitted by law, insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their powers and/or otherwise in relation to the Club, and to such extent, to indemnify any such person against such liability and/or to provide funds to meet expenditure incurred or to be incurred by any such person in defending any proceedings, or in connection with any application to the court for relief, in relation to the Club and/or ratify conduct by any such person amounting to negligence, default, breach of duty or breach of trust in relation to the Club,

- 3.1.23 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club, or to contract with any person to pay such expenses,
 - 3.1.24 to do all such other lawful things as may be conducive to the attainment of the above Objects or any of them and so that In this clause (unless the context otherwise requires) a reference to a "person" includes any natural person, body corporate, partnership, trust, unincorporated association, any form of governmental body, agency or authority (central, municipal, local or otherwise) and any other entity or association of any nature (in each case, whether or not having separate legal capacity)
- 4 The liability of the members is limited to £1
- 5 This clause applies on the winding up of the Club every member of the Club undertakes to contribute such amount as may be required (not exceeding £1) to the Club's assets if it is wound up while he is a member or within one year after he ceases to be a member, for payment of the Club's debts and liabilities contracted before he ceases to be a member, and the costs charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves
- 6 The members of the Club may at any time before, and in expectation of, its dissolution resolve that any net assets of the Club after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Club be applied or transferred In any of the following ways
- 6.1.1 directly for the Objects, or
 - 6.1.2 by transfer to any club or charities for purposes similar to the Objects, or
 - 6.1.3 to any club for use for particular purposes that fall within the Objects,
- 7 Subject to any such resolution of the members of the Club, the Directors of the Club may at any time before and in expectation of its dissolution resolve that any net assets of the Club after all Its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Club be applied or transferred
- 7.1.1 directly for the Objects, or
 - 7.1.2 by transfer to any Club or Charities for purposes similar to the Objects, or
 - 7.1.3 to any Club or Charities for use for particular purposes that fall within the Objects

8 in no circumstances shall the net assets of the Club be paid to or distributed among the members of the Club and if no such resolution is passed by the members or the Directors the net assets of the Club shall be applied for charitable purposes as directed by the court or the Commission

We, the subscriber to this memorandum of Association, wish to be formed into a company pursuant to this memorandum

John Dredge

Jan Forster

Nick Newton

Graham Saw

Bruce Stephenson

Peter James Underwood

David Weekes

Chris Wills

Dated 23 January 2008

Intentionally Blank

The Companies Acts 1985 and 1989

Company limited by guarantee

Articles of Association of The Vintage Glider Club Limited

1 Interpretation

1.1 In these Articles

- 1.1.1 "Act" means the Companies Act 1985 or the Companies Act 2006, whichever shall apply,
- 1.1.2 "AGM" an Annual General Meeting,
- 1.1.3 "Annual Subscription" means the annual subscription fee payable by a Member pursuant to Articles 2.3.3 and 4,
- 1.1.4 "Articles" means these Articles of Association from time to time in force,
- 1.1.5 "Assets" means the assets of the Club from time to time,
- 1.1.6 "Auditor" includes any person or firm who has been appointed as an auditor pursuant to section 385 of the Act or, if the Club shall have passed an elective resolution pursuant to section 386 of the Act, any person or firm which has been retained to undertake a review of the Club's accounts,
- 1.1.7 "Board" means the board of directors of the Club, acting collectively, and includes a sole director acting alone under these Articles and shall from time to time be referred to as the "Committee",
- 1.1.8 "Chairman" means the persons appointed to such office from time by the Board or otherwise as provided by these Articles,
- 1.1.9 "Companies Act 2006" means the Companies Act 2006,
- 1.1.10 "Club" means the Company to be regulated by these Articles,
- 1.1.11 "clear days" in relation to the period of a notice means a period excluding
 - (a) The day when the notice is given or deemed to be given, and
 - (b) The day for which the notice is given or on which it is to take effect,
- 1.1.12 "Council" means the International Council referred to in article 41,
- 1.1.13 "Council Member" a member of the Council pursuant to clause 41,
- 1.1.14 "Director" means a Member of the Board acting Individually,

- 1.1.15 "EGM" means an Extraordinary General Meeting, being any General Meeting of the Club other than an AGM,
- 1.1.16 "incorporation" means the date of Incorporation of the Club,
- 1.1.17 "Members" means the persons who are members of the Club from time to time and whose membership is evidenced by his inclusion In the register of members,
- 1.1.18 "Memorandum" means the memorandum of Association of the Club as it may be altered from time to time,
- 1.1.19 "Objects" means the objects of the Club as set out in the Memorandum from time to time,
- 1.1.20 "Officer" shall include the Treasurer, the Chairman, Secretary and any Vice Chairman for the time being of the Club as the context may apply,
- 1.1.21 "Pre-Incorporation Club" means the club formerly known as the Vintage Glider Club,
- 1.1.22 "President" means the President for the time being of the Club,
- 1.1.23 "Secretary" means the Secretary of the Club or any other person appointed to perform the duties of the Secretary of the Club,
- 1.1.24 "Subscriber" means, at any particular time, the subscriber to the Memorandum,
- 1.1.25 "Treasurer" means the person appointed to such office from time to time by the Board or otherwise as provided by these Articles,
- 1.1.26 "United Kingdom" means Great Britain and Northern Ireland,
- 1.1.27 "Vice-Chairman" means the person appointed to such office time by the Board or otherwise as provided by these Articles,
- 1.1.28 "Vice Presidents" means the Vice Presidents for the time being of the Club

1.2 In these Articles

- 1.2.1 a reference to any present or future Act of Parliament includes any statutory modification or re-enactment of it for the time being in force and any subordinate legislation for the time being in force made under It,
- 1.2.2 unless the context otherwise requires, words importing one gender shall include all genders, and words in the singular include the plural and vice versa,
- 1.2.3 a reference to a "person" includes any natural person, body corporate, partnership, trust, unincorporated association and public authority and any

other entity or association of any nature (in each case, whether or not having separate legal capacity),

- 1.2.4 unless the context otherwise requires, expressions referring to writing include documents sent by electronic means which have been reproduced in paper copy or similar form,
- 1.2.5 a reference to an article is a reference to a clause or sub-clause of these Articles,
- 1.2.6 a reference to a schedule is a reference to the schedule to these Articles, and a reference in the schedule to a paragraph is a reference to a paragraph of the schedule,
- 1.2.7 unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Club,
- 1.2.8 "In writing" or "written" includes email
- 1.3 The headings of these Articles do not affect the Interpretation of them

2 Membership

- 2.1 The Club must keep a register of members as required by the Act
- 2.2 The subscribers to the memorandum must be entered in the register of members on the incorporation of the Club. Such other persons as are admitted to membership in accordance with these Articles are also to be Members on being entered in the register of Members. Membership is not transferable.
- 2.3 Membership is open to other individuals or organisations who
 - 2.3.1 apply to the Club in the form required by the Board from time to time, and
 - 2.3.2 are approved by the Board, and
 - 2.3.3 pay the Annual Subscription
- 2.4 The Board may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Club to refuse the application.
- 2.5 The Board must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 2.6 The Board must consider any written representations that the applicant may make about the decision. The Board's decision following any written representations must be notified to the applicant in writing and shall be final.

3 Classes of Membership

- 3.1 The Board may establish classes of membership with different rights and obligations (including, but without limitation the right to attach an Annual Subscription) and shall record the rights and obligations in the register of members
- 3.2 The Board may not directly or indirectly alter the rights or obligations attached to a class of membership except in accordance with clause 3.3
- 3.3 The rights attached to a class of membership may only be varied if
 - 3.3.1 three-quarters of the Members of that class consent in writing to the variation, or
 - 3.3.2 a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation
- 3.4 The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members

4 Subscription Fee

- 4.1 Each Member shall pay the Annual Subscription (or a pro rata proportion of it)
 - 4.1.1 upon their application to become a Member of the Club, and
 - 4.1.2 on the 1st January 2007 every year that they wish to renew their membership
- 4.2 The Annual Subscription is refundable if the applicant's initial membership application is rejected pursuant to article 2.4
- 4.3 The Annual Subscription is not refundable if a Member's membership is terminated pursuant to Article 5
- 4.4 The rates payable for the Annual Subscription, of any type of membership, shall be determined by the Board at a general meeting
- 4.5 The Annual Subscription shall form part of the Assets of the Club, and the Board may utilise the Annual Subscription in accordance with their powers under the Articles

5 Cessation of Membership

- 5.1 A Member automatically ceases to be a Member if
 - 5.1.1 he dies or, if it is an organisation, ceases to exist,
 - 5.1.2 the Member resigns by written notice to the Club (unless, after the resignation, there would be less than two Members),

5.1.3 any sum due from the Member to the Club is not paid in full within six months of it falling due, despite the Club having served notice of the overdue payment,

5.2 A Member may be removed from membership by a resolution of the Board deeming that it is in the best interests of the Club that the membership is terminated. A resolution to remove a Member from membership may only be passed if

5.2.1 the Member has been given at least twenty-one days' notice in writing of the meeting of the Board at which the resolution will be proposed and the reasons why it is to be proposed,

5.2.2 the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting

6 General meetings

6.1 If and for so long only as the Club is required to hold annual general meetings, all general meetings, other than any annual general meetings, are called extraordinary general meetings if and for so long as the Club is not required to hold annual general meetings, references below to extraordinary general meetings are to general meetings

6.2 The Club must hold its first annual general meeting within eighteen months after the date of its incorporation

6.3 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings

6.4 The Board may call extraordinary general meetings at any time

6.5 The Board must convene an extraordinary general meeting on the requisition of Members pursuant to (and in accordance with) the provisions of the Act

7 Notice of general meetings

7.1 The minimum periods of notice required to hold a general meeting of the Club are

7.1.1 sixty clear days for an annual general meeting and an extraordinary general meeting called for the passing of a special resolution,

7.1.2 sixty clear days for all other extraordinary general meetings

7.2 A general meeting may be called by shorter notice if it is so agreed

7.2.1 In the case of an annual general meeting, by all the Members entitled to attend and vote, and

7.2.2 In the case of an extraordinary general meeting, by not less than 10 percent of Members having a right to attend and vote at the meeting

- 7.3 The notice of a general meeting must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an annual general meeting, the notice must say so.
- 7.4 The notice must be given to all the Members and to the Board and auditors (if any).
- 7.5 The proceedings at a general meeting are not invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Club.

8 Notices of Motion

- 8.1 A notice of motion for the Annual General Meeting must be submitted in writing, duly signed by the proposer and seconder (who must be individual Members), and sent to the Secretary.
- 8.2 Notices of motion concerning amendments to the Articles must be received by the Secretary not less than sixty days before the Meeting. Other Notices of Motion must be received not less than sixty days before the Meeting.
- 8.3 Any Notice of Motion shall be read at the meeting, by the proposer in person or a nominated person at the discretion of the Board.

9 Proceedings at general meetings.

- 9.1 No business may be transacted at any general meeting unless it is included in the notice convening the meeting and a quorum is present.
- 9.2 No business may be transacted at any general meeting unless a quorum is present.
- 9.3 A quorum is the lesser of
- 9.3.1 50 Members entitled to vote upon the business to be conducted at the meeting, or
 - 9.3.2 one tenth of the total membership at the time.
- 9.4 The authorised representative of any Member that is not a natural person shall be counted in the quorum.

10 Procedure if quorum not present

- 10.1 This article 10 applies if
- 10.1.1 a quorum is not present within half an hour from the time appointed for the meeting, or
 - 10.1.2 during a general meeting a quorum ceases to be present.
- 10.2 In those circumstances, the meeting is to be adjourned to such time and place as the Board determines.

- 10.3 If at the reconvened meeting a quorum is not present within fifteen minutes from the time appointed for the meeting, the Members present at that time shall constitute the quorum for that meeting

11 Chair of general meetings

- 11.1 General meetings shall be chaired by the Chairman who has been appointed to chair meetings of the Board
- 11.2 If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting, the Vice Chairman (if any) is to chair the meeting if he is not present or is unwilling to act, the President or a Vice President as nominated by the Board shall chair the meeting
- 11.3 If there is only one Vice President present and willing to act, he shall chair the meeting
- 11.4 If no President or Vice President is present or willing to chair the meeting within 15 minutes after the time appointed for holding it, the Members present and entitled to vote must choose a Board Member or a Member to chair the meeting

12 Attendance at general meetings

- 12.1 The person who is chairing a general meeting may allow anyone to attend and speak where he considers that this will help the business of the meeting

13 Adjournment at general meetings

- 13.1 The Members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned
- 13.2 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution
- 13.3 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place
- 13.4 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting

14 Voting at general meetings

- 14.1 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded
- 14.2 A poll may be demanded by
- 14.2.1 the person chairing the meeting, or
- 14.2.2 at least two Members having the right to vote at the meeting, or

14.2.3 a Member or Members representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting

14.3 A demand by a person as proxy for a Member is the same as a demand by a Member

15 Declaration of chair is final

15.1 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded

15.2 The result of the vote must be recorded in the minutes of the Club but the number or proportion of votes cast need not be recorded

16 Withdrawal of demand for poll

16.1 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting

16.2 If the demand for a poll is withdrawn the demand will not invalidate the result of a show of hands declared before the demand was made

17 Taking of a poll

17.1 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll

17.2 The result of the poll is to be deemed to be the resolution of the meeting at which the poll is demanded

18 Time and place of poll

18.1 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately

18.2 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs

18.3 The poll must be taken within thirty (30) days after it has been demanded

18.4 If the poll is not taken immediately at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken

18.5 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting

19 Resolution in writing without meeting

19.1 A resolution in writing signed by all the Members (or in the case of a Member that is an organisation, by its authorised representative) entitled to receive notice of the

meeting and to vote on the resolution is as valid and effective as if it had been passed at a meeting duly convened and held

- 19.2 The resolution in writing may comprise several documents containing the text of the resolution in like form, each signed by one or more directors any such document sent by electronic mail will be deemed to be signed by the person who sent it

20 Votes of Members

- 20.1 Subject to Articles 20.2, 20.3, 20.4 and 20.5

20.1.1 on a show of hands, every Member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, has one vote and

20.1.2 on a poll every Member has one vote

- 20.2 No Member is entitled to vote at any general meeting or at any adjourned meeting if he or she owes money to the Club which is overdue for payment

- 20.3 Every issue proposed at any general meeting is decided if earned by a simple majority of votes cast, except where the Act or any other provisions of these Articles prescribe a different majority

- 20.4 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he may have

- 20.5 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final

21 Representative of corporation at general meeting

- 21.1 In the case of a corporation, a director or the secretary of it will be deemed to be a duly authorised representative for the purpose of paragraph 20.1

- 21.2 A corporation may nominate any person to act as its representative at any meeting of the club in accordance with Article 21.3

- 21.3 The appointment of a nominee to act as the representative of a corporation and any authority under which it is executed, or a copy of such authority certified by a solicitor or in some other way approved by the Board, must be received

21.3.1 at the registered office for the time being of the Club or at such other address within the United Kingdom as is specified in the notice convening the meeting, or in any form of appointment of proxy sent out by the Club in relation to the meeting, or in any Invitation contained in an electronic

communication to appoint a proxy Issued by the Club In relation to the meeting,

21.3.2 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or In the case of a poll, not less than 24 hours before the time appointed for the taking of the poll

21.4 An appointed nominee may act as the representative of the corporation at meetings of the Club until written notice (by two officers of the corporation) to the contrary is received by the Club

22 Voting by proxy

22.1 Any Member may appoint another person (whether a Member or not) as his proxy to attend and speak at a general meeting and to vote on a poll but not on a show of hands

22.2 The receipt of an appointment of a proxy does not preclude the Member from attending and voting in person at the meeting in respect of which the proxy is appointed or at any adjournment of it

22.3 Nothing in this paragraph 22 permits the appointment of a proxy by Member who, at any material time, is not entitled to exercise a vote as a Member

22.4 Proxy votes may only be cast in writing to the Chairman on specific issues previously notified. The Chairman's interpretation of proxy voting instructions shall be final and shall not be challenged

23 Form and signature of proxy

23.1 The appointment of a proxy is to be in any form which is usual or which the Board may approve

23.2 The appointment of a proxy is to be signed by the Member making the appointment or by another person under a power of attorney granted by the Member. Any appointment sent by electronic email will be deemed to be signed by the person who sent It

23.3 The appointment of a proxy is deemed to confer authority to demand, or join in demanding, a poll

24 Receipt of proxy

24.1 The appointment of a proxy and any authority under which it is executed, or a copy of such authority certified by a solicitor or in some other way approved by the Board, must be received

24.1.1 at the registered office for the time being of the Club or at such other address within the United Kingdom as is specified in the notice convening

the meeting, or In any form of appointment of proxy sent out by the Club In relation to the meeting, or in any invitation contained in an electronic communication to appoint a proxy issued by the Club in relation to the meeting,

24.1. 2 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll

24.2 An appointment of a proxy which is not received in accordance with paragraph 24.1 is invalid

25 Qualification to be a director

25.1 No one may be appointed a director If he would be disqualified from acting under the provisions of article 30

25.2 If so required by law (but not otherwise), the Club must have at least one director who is a natural person of the requisite age

25.3 In the two years immediately following incorporation, a Member may only be appointed a director of the Club if he has at least two years consecutive continued and fully paid up membership of the Pre-Incorporation Club and the Club

25.4 >From the date two years immediately after incorporation, a Member may only be appointed a director of the Club if he has been a fully paid up Member for at least two years

25.5 The Board may waive the provisions of articles 25.3 and 25.4 by special resolution

26 Number of Directors

26.1 The minimum number of directors is five and the maximum number is nine, or such other maximum as the Board shall from time to time approve. The Board is to Include the Chairman, Vice-Chairman and the Treasurer

26.2 Subject to the provisions of article 25, the Club may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation In which any additional directors are to retire

27 Powers of directors

27.1 The Board has control over all the affairs and property of the Club and exercises all the powers of the Club unless the Board is subject to any restrictions imposed by the Acts, the memorandum, these Articles or any special resolution

27.2 No alteration of the memorandum or these Articles or any special resolution will have retrospective effect to invalidate any prior act of the Board

- 27.3 The powers given to the Board by this article 27.2 are not limited by any special powers given to the Board by these Articles
- 27.4 Any meeting of the Board at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board

28 Delegation of directors' powers

- 28.1 The Board may delegate any of its powers to any committee consisting of one or more directors
- 28.2 Any such delegation may be made subject to any conditions which the Board may impose, and either concurrently with or to the exclusion of their own powers, and may be revoked or altered
- 28.3 Subject to any such conditions, the proceedings of a committee with two or more Members are to be governed by the Articles regulating the proceedings of the Board, so far as they are capable of applying
- 28.4 No delegation can be made in respect of any director's voting rights on the Board
- 28.5 The Chairman shall be ex-officio a Member of every committee and shall receive prior notice of all sub committee meetings

29 Appointments and retirement of directors

- 29.1 At every AGM subsequent to the adoption of these Articles
- 29.1.1 the Chairman, Vice-Chairman and the Treasurer shall retire from office and shall be eligible for reappointment if so willing, and
- 29.1.2 one-third of the directors then in office (excluding the Chairman, Vice-Chairman and Treasurer) shall retire by rotation if the number of such directors is not divisible by three, then the number nearest to one-third shall retire
- 29.2 The maximum term that any director may serve is 3 years, after which time he must retire
- 29.3 Any director who retires shall be eligible for reappointment if willing to continue to serve
- 29.4 The directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between Board Members who were last appointed or re-appointed on the same day, those to retire shall, unless they otherwise agree among themselves be determined by lot
- 29.5 No person shall be appointed or re-appointed a director at any general meeting unless he is a Member eligible for appointment pursuant to article 25 and
- 29.5.1 he is recommended by the directors, or

31 Appointment of additional directors of the Board (Co-Option)

31.1 Subject to the maximum number stated in these Articles and the provisions of article 25, the Board may, by resolution, appoint a Member who is willing to act as a director, either to fill a vacancy or as an additional director. A director appointed under this Article 31.1 will hold office only until the next following AGM, when he shall be eligible to seek re-election and will not be taken into account in determining the directors who are to retire by rotation at that meeting. If such Board Member is not re-appointed at that AGM, he will automatically vacate his office at the end of that meeting

32 Proceedings of directors

32.1 The Board may regulate its proceedings as it thinks fit, subject to the provisions of these Articles

32.2 Any director may call a meeting of the Board by giving at least 14 days notice

32.3 A meeting may be called by the Chairman at any time with reasonable notice. Reasonable notice will be a minimum of 2 clear days

32.4 A meeting may be called at any time by a requisition of at least one third of the directors, all of whom must have attended the most recent meeting of the Board

32.5 The Secretary must call a meeting of the Board if requested to do so by a Director

32.6 Questions arising at a meeting of the Board are decided by a majority of votes

32.7 Subject to Articles 32.8, 32.9 and 33, each director has one vote on each issue at a meeting of the Board

32.8 In the case of an equality of votes, the director who chairs the meeting has a second or casting vote

32.9 If a question arises at a meeting of the Board or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the person who is chairing the meeting, and his ruling in relation to any director other than himself will be final and conclusive

33 Directors' interests

33.1 Subject to such disclosure as is required by section 317 of the Act, a director may vote at a meeting of the Board, or of a committee of directors, or on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Club. He will also be counted in the quorum at any meeting at which the matter is considered

34 Quorum at directors' meetings

34.1 No decision may be made by a meeting of directors unless a quorum is present at the time the decision is purported to be made

- 34.2 The quorum is five directors entitled to vote, one of whom must be the Chairman, a Vice-Chairman or the Chairman's delegated representative
- 34.3 If a quorum is not present within fifteen minutes from the time appointed for the meeting or at any point during the meeting, the meeting is to be adjourned to such time and place as the Chairman (or in his absence those present) determines

35 Alternate directors

- 35.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director appointed by him
- 35.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointer as a director in his absence but shall not be entitled to receive any remuneration from the Club for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom
- 35.3 The receipt of an appointment of an alternate director does not preclude the appointing director from attending and voting in person at the meeting in respect of which the alternate director is appointed or at any adjournment of it. But if the appointing director is in attendance, the alternate director may not vote
- 35.4 Any appointment or removal of an alternate director shall be by notice to the Club signed by the director making or revoking the appointment or in any other manner approved by the directors. Any appointment sent by electronic email will be deemed to be signed by the person who sent it
- 35.5 Alternate director votes may only be cast in writing to the Chairman on specific issues previously notified. The Chairman's interpretation of alternate director voting instructions shall be final and shall not be challenged
- 35.6 Save as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him

36 Receipt of appointment of an alternate director

- 36.1 The appointment of an alternate director and any authority under which it is executed, or a copy of such authority certified by a solicitor or in some other way approved by the Board, must be received
- 36.1.1 at the registered office for the time being of the Club or at such other address within the United Kingdom as is specified in the notice convening the meeting, or in any form of appointment of proxy sent out by the Club in

relation to the meeting, or in any invitation contained in an electronic communication to appoint a proxy issued by the Club in relation to the meeting,

36.1.2 not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll

36.2 An appointment of an alternate director which is not received in accordance with paragraph 36.1 is invalid

37 Chair of directors' meetings

37.1 The Board may appoint a director to chair its meetings, and may at any time revoke such appointment

37.2 The Board may appoint a director to deputise for the person appointed under article 37.1, in his absence, and may at any time revoke such an appointment

37.3 If no one has been appointed to chair meetings of the Board, or if the person(s) appointed under Articles 37.1 and 37.2 is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the directors present may appoint one of their number to chair that meeting

37.4 The person appointed to chair the meetings of the Board has no functions or powers except those conferred by these Articles or delegated to him by the Board

38 Manner of participation in directors' meetings

38.1 Directors participating in a meeting of the Board or of a committee of directors

38.1.1 Must participate at the same time, but may be in different places, and

38.1.2 May communicate with each other by any means

39 Election and Appointment of Officers of the Board of directors

39.1 The Board at its meeting after the Annual General Meeting shall elect from amongst its number the Chairman, Vice-Chairman, the Secretary and Treasurer of the Club and such other officers of the Club as it deems appropriate. The Board may revise these elections and appointments at any time

40 Other Attendees at directors' meetings

40.1 The Board may invite or require other Members of the Club, or invite non-Members, to attend and participate in meetings. Such other persons attending shall have no voting rights

41 The International Council

- 41.1 The Board shall be advised by an International Council (the Council"), which shall consist of the following Members ("Council Members")
- 41.1.1 the President,
 - 41.1.2 the Vice-Presidents,
 - 41.1.3 the Chairman, and
 - 41.1.4 by invitation of the Council, representatives of Members resident in other countries (the "National Representative")
- 41.2 A National Representative of a country with less than 10 resident Members may sit at the meeting of the Council, but will have no voting rights
- 41.3 The National Representative of any country with more than 10 resident Members may sit and vote at any meetings of the Council
- 41.4 The Council shall meet at least once annually at times and places as determined by the Council, but where possible this meeting is to be at the International rally
- 41.5 The quorum of the Council shall be a minimum of five Council Members, one of whom must be the Chairman or a Vice Chairman, or the Chairman's delegated representative
- 41.6 Subject to article 41.2 and 41.8, each Council Member has one vote on each issue at a meeting of the Council
- 41.7 Questions arising at a meeting of the Council are decided by a majority of votes
- 41.8 In the case of an equality of votes at a meeting of the Council, the Chairman of the meeting shall have a second or casting vote
- 41.9 Any Member of the Club is entitled to attend, but not vote at a meeting of the Council

42 President and Vice Presidents

- 42.1 The President is appointed as the Internationally recognized representative of the Club. The President will be appointed by ordinary resolution at a General Meeting of the Club
- 42.2 The President must be a director of the Club and, subject to the conditions contained in articles 25, 29 and 30, shall hold the office of President for a minimum of three years
- 42.3 One or more Vice Presidents may be appointed to represent significant national clubs or groups. Vice-Presidents may be appointed at any General Meeting of the Club on the recommendation of the Committee, or upon receipt of a nomination in the form accepted by the Club from time to time. Vice-Presidents must be Members of the

Club and shall hold office for a minimum of three years but shall be eligible for reappointment. The Vice-Presidents may attend Board meetings but shall not be entitled to vote at such meetings

43 National Representative

- 43.1 A National Representative shall be appointed upon receipt by the Secretary of a form of nomination (as approved by the Club from time to time) signed by at least 51 % of the Members resident in that country
- 43.2 There can only be one National Representative per country
- 43.3 The appointment by the Members resident in a country of a National Representative pursuant to article 43.1 shall immediately bring to an end any prior appointment of a National Representative of that country

44 Remuneration and expenses of directors'

- 44.1 Members of the Board must not be paid any remuneration unless it is authorised by clause 3 of the Memorandum and the consent of the Club has been granted in a general meeting
- 44.2 Subject to any limitations or conditions imposed by the Club in general meeting, each director may be reimbursed the amount of any necessary expenses incurred in the exercise of his office
- 44.3 The Board may, in its discretion, waive the payment of annual subscription in recognition of expenses incurred such waivers, and their recipients shall be recorded in the minutes and in the Register of Members

45 Notices

- 45.1 A notice calling a meeting of the Board must be given to all directors but need not be in writing or given using electronic communications
- 45.2 Subject to article 45.1, any notice to be given to or by any person pursuant to these Articles is to be In writing or given using electronic communications in a manner permitted for the time being by these Articles or the Act
- 45.3 The Club may give any notice to a Member either
 - 45.3.1 Personally, or
 - 45.3.2 By sending it by first class post In a pre-paid envelope or by recorded delivery etc, addressed to the Member at his address,
 - 45.3.3 By leaving it addressed to him at the Unit owned by him at the date of his registration as a Member,
 - 45.3.4 By giving it using electronic communication to the Member's address or otherwise in accordance with the Act.

- 45.4 A Member who does not register an address with the Club or who registers only a postal address that is not within the United Kingdom is not entitled to receive any notice from the Club
- 45.5 A Member present, either in person or by a proxy, at any meeting of the Club will be deemed to have received notice of the meeting and of the purposes for which it was called
- 45.6 Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post will be conclusive evidence that the notice was given
- 45.7 Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators will be conclusive evidence that the notice was given
- 45.8 A notice is deemed to be given
 - 45.8.1 48 hours after the envelope containing it is posted,
 - 45.8.2 In the case of an electronic communication sent to a Member's address, 48 hours after it is sent

46 Seal

- 46.1 The Club is not required to have a common seal. If the Club has a common seal it must only be used by the authority of the Board or of a committee of directors authorised by the Board Every document bearing an impression of the common seal must be executed by a director and by the Secretary or by a second director

47 Minutes

- 47.1 The Board must cause minutes to be kept of all proceedings at meetings of the Club and meetings of the Board, and of all reports of committees

48 Assets

- 48.1 Any Assets of the Club held in the name of any Member of the Club or other person shall be held in trust on behalf of the Club. Any Member on ceasing to be a Member of the Club or who is required by the Committee to cease to be a Member shall be deemed Irrevocably to have authorised, without payment, any person to execute the transfer of his or her share of any Assets to the Club
- 48.2 The Secretary will hold a list of any Assets belonging to the Club

49 Accounts

- 49.1 Accounts are to be prepared in accordance with Part VII of the Act

50 Indemnity provision

- 50.1 Subject to the following provisions of this Article, the Club is permitted to indemnify every director out of its own funds against any liability incurred by him to a person other than the Club or an associated company of the Club (as defined by the Act for these purposes) in connection with any negligence, default, breach of duty or breach of trust in relation to the Club
- 50.2 Article 50.2 does not provide an indemnity to any director against
- 50.2.1 Any fine imposed by Criminal proceedings,
 - 50.2.2 Any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising),
 - 50.2.3 Any liability incurred in defending criminal proceedings in which he is convicted, and the conviction is final,
 - 50.2.4 Any liability incurred in defending any civil proceedings brought by the Club, or an associated company, in which a final Judgment IS given against him,
 - 50.2.5 Any liability incurred in connection with an application for relief in which the court refuses to grant him relief, and the refusal is final, or
 - 50.2.6 Any liability, if an indemnity against it would fail to meet the requirements for the time being of qualifying third party indemnity provision (within the meaning of the Act for these purposes)
- 50.3 The reference to an application for relief IS to any application for relief from liability for negligence, default, breach of duty or breach of trust In relation to the affairs of the Club
- 50.4 A conviction, Judgment or refusal of relief becomes final if the period for bringing an appeal or any further appeal has ended and any appeal bought IS determined, abandoned or otherwise ceases to have effect
- 50.5 This article is without prejudice to any other lawful indemnity to which a director may for the time being be entitled

51 Liability Insurance

- 51.1 Subject to the provisions of the Act, the Board may purchase and maintain insurance at the expense of the Club for the benefit of any Council Member, director or other officer of the Club against any liability which may attach to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Club

52 Rules

- 52.1 The Board may, subject to article 52.2, establish rules for any purposes required from time to time for the effective operation of the Club or for the furtherance of the objects of the Club as set out in the memorandum
- 52.2 If and to the extent that there is any conflict between the terms of the memorandum or these Articles and any such rules, the terms of the memorandum or these Articles will prevail