



# **Royal Aero Club Records, Racing and Rally Association Ltd**

A company limited by guarantee and not having a share capital

## **Memorandum and Articles of Association**

Incorporated 6<sup>th</sup> April 1982  
This version revised March 2008

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Originally prepared by:

Stone & Simpson Solicitors  
37 New Walk  
Leicester  
LE1 6TE

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

(j) Any of activities in (b) through (i) above may be delegated to the unincorporated body known as the Royal Aero Club Records Racing and Rally Association who may conduct said activities as Agent for the Company

**PROVIDED THAT :**

- (i) In case the Company shall take or hold any property which may be subject to any trusts, the Company shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
- (ii) The Company 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 Company would make it a Trade Union.
- (iii) In case the Company shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Company 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 Committee of Management of the Company 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 Committee of Management have been if no incorporation had been effected, and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Committee of Management, but they shall as regards any such property be subject jointly and separately to such control or authority as if the Company were not incorporated.
- (iv) The income and property of the Company, whencesoever derived, shall be applied solely toward the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Company

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the Company, in return for any services actually rendered to the Company, nor prevent the payment of interest at a reasonable rate on money lent or reasonable and proper rent for premises demised or let by any member to the Company.

- (v) The liability of the members is limited.
- (vi) Every member of the Company undertakes to contribute to the assets of the Company, 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 Company 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 ten pound.

# Royal Aero Club Records, Racing and Rally Association Ltd

A company limited by guarantee and not having a share capital

## Articles of Association

Incorporated 6<sup>th</sup> April 1982

### GENERAL

#### 1. Definitions

The special meanings of certain words and phrases used in the articles are set out below. Where a word or phrase is set out in the first column of the table below, other grammatical forms of that word or phrase shall have the meaning which corresponds to that definition :

<u>WORDS</u>	<u>MEANINGS</u>
The Act	The Companies Acts as defined in Section 2 of the Company Law Reform Act 2006, insofar as they apply to the Company and any such amendments as may from time to time be effective, and any successor to the said act.
The Association	The unincorporated body known as the Royal Aero Club Records Racing and Rally Association.
These presents	These Articles of Association, and the regulations of the Company from time to time in force.
The Company	The above-named Company.
The Committee	The Committee of Management for the time being of the Company.
Contact Details	in relation to a person, means the addresses (postal, electronic or otherwise), codes and numbers necessary to send or supply information or documents under these articles to that person from time to time, by the means of sending or supplying information which that person has indicated that they will accept information or documents.
Electronic Form	the meaning given in section 807 of the Company Law Reform Act 2006
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form, including unless specified otherwise, any document sent or supplied in Electronic Form.
Member	A full annual member of the Royal Aero Club Records, Racing and Rally Association, who is also a member of the Company
Month	Calendar Month

General Meeting, and that so long as the Company 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.

4.2. All General Meetings, other than the Annual General Meetings, shall be called Extraordinary General Meetings.

4.3. The Committee may whenever they think fit convene an Extraordinary General Meeting,

4.4. An Extraordinary General Meeting shall also be called by the Committee upon receipt of a written requisition signed by not less than five Members of the Company or by Members representing not less than one half of the voting rights of the Company as at the date of such requisition. In the event that the Committee shall fail to give notice within 21 days of receipt of a requisition in the aforesaid form of an Extraordinary General Meeting to be held within 28 days of the date of such notice, then an Extraordinary General Meeting may lawfully be convened by the Members who made the requisition, as provided by in the Act.

4.5. At least Twenty-one days' notice in writing of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and at least fourteen days notice in writing 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 time of the meeting, and in the case of special business the general nature of that business, shall be sent using the Contact Details for each Member in the manner hereinafter mentioned to such persons (including the Auditors or Accountants of the Company) as are under these Articles or under the Act entitled to receive such notices from the Company; but with the consent of all the Members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notices as those Members may think fit.

4.6. 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 any meeting.

## **5. Proceedings at General Meetings**

5.1. All business shall be deemed special that is transacted at an Extraordinary General Meeting or Annual General Meeting, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Committee and of the Accountants, the election of members of the Committee, and the appointment of, and the fixing of remuneration of, the Accountants.

5.2. 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, two members personally present shall be a quorum.

5.3. 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 Committee may determine.

5.4. The Chairman (if any) of the Committee 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 Committee, or if no such member be present, or if all the members of the Committee present decline to take the chair, they shall choose some member of the Company who shall be present to preside.

in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of the twelve months from the date of its execution.

6.6. 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.

6.7. Any instrument appointing a proxy shall be in materially the following form or as near thereto as circumstances will allow :

“ I [NAME OF MEMBER] of [ADDRESS OF MEMBER] a member of the Royal Aero Club Records Racing and Rally Association Limited hereby appoint [NAME OF PROXY] of [ADDRESS OF PROXY] and failing him appoint [NAME OF PROXY] of [ADDRESS OF PROXY] to vote for me and on my behalf at the [Annual or Extraordinary, or Adjourned, as the case may be] General Meeting of the Company to be held on [DATE OF MEETING] and at every adjournment thereof.

Signed by me on the [DATE]

.....  
”

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

## 7. Committee of Management

7.1 The Company shall have a Committee of Management who shall be elected for terms of office described in this section at the Annual General Meeting.

7.2. The Committee will comprise of the following officers

- a) A Chief Handicapper
- b) A Clerk of the Course
- c) A Chief Steward
- d) A Records Co-ordinator
- e) A Treasurer, who shall normally be the Company Secretary
- f) An Aviation Secretary
- g) A Social Secretary
- h) A Chief Marshall
- i) A Chairman

and additionally,

- j) A number of Pilot Members, the number of which shall be determined according to rule 7.3 below, who shall be general members of the committee without holding a specific office.

The term of office for each of the members listed above in 7.2(a) –

- (h) shall be three years. These members shall be elected by a poll of the Members present and eligible to vote at the Annual General Meeting of the Company. No member who is in default or arrears on any fee, subscription or fine to the Company shall be eligible to vote.

7.3 The number of members of the committee shall be not less than nine and not more than fourteen. Following the election of above officers, the committee shall cause to be elected a number of pilot members, such that the number of paid up Pilot Members shall be in the

8.2. The members for the time being of the Committee may act notwithstanding any vacancy in their body; provided always that in case the members of the committee shall at any 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 Committee for the purpose of admitting persons to membership of the Company or Committee, filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

8.3. The Committee 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, two shall be quorum. In no circumstances shall a quorum of less than two be permitted. 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.

8.4 The Chairman of a meeting of the Committee shall normally be the Chairman elected under Rule 7.4 above, who shall preside over the meeting. If at any meeting of the Committee the Chairman is not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Committee present shall choose one of their number to be Chairman of the meeting.

8.5 A member of the Committee may, and on the request of a member of the Committee the Secretary shall, at any time, summon a meeting of the Committee by notice served upon the several members of the Committee. A member of the Committee who is absent from the United Kingdom shall not be entitled to a notice of a meeting, other than to his Contact Details in the UK.

8.6. A meeting of the Committee at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Company for the time being vested in the Company generally.

8.7. The Committee may delegate any of their powers to sub-committees consisting of such member or members of the Committee as they think fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulation imposed on it by the Committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these present for regulating the meetings and proceedings of the Committee so far as applicable and so far as the same shall not be superseded by any regulations made by the Committee.

8.8. All acts bona fide done by any meeting of the Committee or of any sub-committee of the Committee, or by any other person acting as a member of the Committee, 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 and duly continued in office and was qualified to be a member of the Committee.

8.9. The Committee shall cause proper minutes to be made of all appointments of officers made by the Committee and of the proceedings of all meetings of the Company and of the Committee and of sub-committees of the Committee, 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.

8.10 The Committee shall caused to be published each year a document entitled "Rules of the Association" which shall contain the rules of the Association from time to time in force. The

sheets, group accounts (if any) and reports as are may be required by law and at the absolute discretion of the Committee, such other materials as the Committee may consider appropriate. These documents together shall from time to time be the Accounts of the Company.

13.5. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the Auditors or Accountants report, and the Committee's report, shall not less than twenty one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this article shall not require a copy of those documents to be sent to any person of whose Contact Details the Company is not aware or to more than one of the joint holders of any debentures.

13.6 The Company shall make the Accounts available to the next General Meeting of the Company after such accounts are approved by the Committee.

#### **14 Accountants and the Need for Audit**

14.1 Accountants shall be appointed at each Annual General Meeting by the Company and their mandate for the following year shall be either to audit the Accounts of the Company or to prepare an Accountants Report as may be the case from time to time giving consideration to the size of the turnover of the Company and its net assets. The Company waives the requirement to have an audit save as required by law.

#### **15 Notices**

15.1. A notice may be served by the Company 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, or in electronic form where a member has indicated that he is prepared to receive correspondence in electronic form, in either case in accordance with the Contact Details. Each member shall be responsible for promptly notifying the company of any changes in his Contact Details and in no circumstances shall the company be responsible for non receipt of any document dispatched to an address contained in the Contact Details if such information is wrong or out of date.

15.2. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Company an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid 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 Company.

15.3. 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.

15.4 Any notice, if served in electronic form, shall be deemed to have been served one hour after sending, unless within that time a delivery failure notification message is received by the sender.

#### **16. Dissolution**

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