# ARTICLES OF ASSOCIATION 

OF

## BOOKER GLIDING CLUB LIMITED

Company Number 01492733

## THE COMPANIES ACTS 1948 TO 1976

## COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL ARTICLES OF ASSOCIATION OF BOOKER GLIDING CLUB LIMITED

## GENERAL

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

| WORDS | MEANINGS |
| :---: | :---: |
| The Act | The Companies Acts 1948 to 1976 |
| These presents | These Articles of Association and the byelaws of the Company from time to time |
| The Club | Booker Gliding Club Limited |
| The Committee | Committee of management for the time being of the Club |
| The Office | The registered office of the Club |
| The Seal | The common seal of the Club |
| The United Kingdom | Great Britain and Northern Ireland |
| Month | Calendar month |
| The Secretary | Any person appointed to perform the duties of the Secretary of the Club |
| In writing | Written, printed or lithographed or partly one or partly another and other modes of representing or reproducing words in a visible form |

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

Words importing the masculine gender only shall include the feminine gender.
Any words importing persons shall include corporations.
Subject as aforesaid any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Club shall if not inconsistent with the subject or context bear the same meaning in these presents.

The provisions of Section 110 of the Act shall be observed by the Club, and every member of the Club shall either sign a written consent to become a member or sign the register of members on becoming a member.

## OBJECTS

The Club is established to promote and encourage the sport of gliding and the development of its techniques and skills; to encourage social intercourse among members of the Company; additionally to foster the acquisition of all subjects aeronautical and to provide for members and their guests all the appropriate aeronautical, technical and social facilities normally associated with a gliding club as declared in Articles 3(b) and 3(c) of the Memorandum of Association.

## MEMBERSHIP

The number of members with which the Club proposes to be registered is 1,000 , but the Committee may from time to time register an increase of members.

The first members of the Club shall be the signatories to the Memorandum of Association and of these Articles and every person who at the date of incorporation of the Club was a fully paid up member of the unincorporated club known as Thames Valley Gliding Club referred to in paragraph 3(A) of the Memorandum of Association and who shall, on or before the day of 1980, or such extended period as the Committee may determine, sign and deliver to the Secretary the form of membership prescribed by the Committee.
(a) Save as provided for in Article 14 below, membership of the Club shall be open to anyone interested the sport of gliding on application (subject to the payment of any current subscription), regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion, or other beliefs.
(b) The Club may have different classes of membership and subscription on a nondiscriminatory and fair basis (including temporary membership for trial lesson or course students) to which the provisions of Article 8 below shall apply. The Club will endeavour to keep subscriptions at levels which will not prevent people from joining. The club is a Community Amateur Sports Club in order to promote diversity and access.

The annual and other subscriptions and entrance fees (if any) payable by members of the Club shall be such as the Committee may from time to time prescribe and the directors may provide either generally or as respects any particular member or members for the payment of annual subscriptions by instalments. Every application for membership shall be accompanied by a remittance to cover the entrance fee (if any) and the appropriate subscription from the date of application to the date as determined by the Committee for the payment of annual subscriptions. In the event of non-election such remittance shall be returned to the candidate.

The Committee shall have the power to elect as members of the Club upon such terms and subject to such regulations as the Committee may from time to time determine (but subject to Article 6 above):
(a) persons who are desirous of becoming members of the Club upon a temporary or trial basis (hereinafter called "temporary members")
(b) persons who shall be entitled to avail themselves of the Club house and social facilities of the Club but who shall not be entitled to fly or have flying instruction (hereinafter called "associate members")

Notwithstanding the provisions of Articles 6 and 8 hereof any member of the Committee or any person nominated by the Committee for such purpose may admit any person to immediate temporary membership of the Club for a period of twenty-eight days only upon that person signing the form of application for temporary membership prescribed by the Committee and paying the subscription for such membership as determined by the Committee.
(a) Save as provided for by this Article, the property and funds of the Club shall not be assigned or used for the direct or indirect private benefit of its members or any third party.
(b) The Club may provide: gliding and motor-gliding and aerotowing facilities (including making available for its members' use any gliding or motor-gliding equipment including gliders, motor gliders and aeroplanes); social facilities related to or ancillary to its sporting activities; instruction, coaching and courses; insurance cover; medical treatment; reasonable competition prizes for competitions held at Wycombe Air Park; reasonable prizes for achievement; and any other benefits of a kind normally provided by Community Amateur Sports Clubs to their members.
(c) The Club may also in accordance with its objective of promoting and facilitating gliding and motor gliding: supply services of trial lessons and courses of gliding to members of the public (who shall become temporary members for all such lessons and courses); service gliders, motor gliders and aeroplanes; sell and supply books, clothing and other equipment ancillary to gliding and flying and food and drink to its members and students or their guests; supply reasonable hospitality to any visiting pilot or guest or during competitions.
(d) The Club may indemnify the Committee and its members, acting in the course of or running or assisting to run the Club, or in assisting in any Club activity, or acting in the course of giving any instruction in gliding or motor gliding (including trial lessons) or supervising the same, against any liability incurred (but only to the extent of the Club's assets or any indemnity provided by insurance).
(e) Subject to the express provisions of these Articles and to the Memorandum of Association, and to any bye-laws for the time being in force made by the Committee of the Club as hereinafter provided, all members of the Club shall be entitled to use in common all the premises and property of the Club and to participate in all the activities of the Club.

Subject to the provisions of these Articles every member shall be entitled to all the rights and be subject to all the duties of a member of the Club provided that associate and temporary members shall not have the right to nominate or to be elected as officers of a members of the Committee of the Club.

Any member wishing to resign his membership of the Club shall give notice in writing of his intention to do so addressed to the Secretary and deposited at the Registered Office of the Club before the date fixed by the Committee for the payment of annual subscriptions in any year failing which such member shall be liable to pay the subscription for the next year.

Any member whose annual subscription is unpaid by three months after the date fixed by the Committee for payment of annual subscriptions in any year shall cease ipso facto to be a member of the Club and shall forfeit all right in any claim upon the Club and its property but may be reinstated in the discretion of the Committee on such terms as the Committee may decide.
(a) The Committee may refuse membership to any person or terminate any person's membership on any of the following grounds:
(i) The Committee believes that the membership or continued membership of such person would pose or poses a risk to the safe operation of any of the Club's activities related to gliding or flying, or to the safety of any other member or employee
(ii) The character or conduct of any prospective or actual member would be likely to bring the Club or the sport of gliding into disrepute.
(iii) The member has made a false declaration in relation to his age or physical or mental fitness to fly.
(iv) Any actual member wilfully refuses to comply with the provisions of these Articles, the Memorandum of Association, or any bye-laws for the time being in force made by the Committee of the Club.
(v) The use of threatening or abusive language or behaviour whether in person or in writing towards another club member or club employee or a member of the public whilst at the club or in relation to club business.
(b) The membership of any person (other than a temporary member) shall only be terminated by a resolution of the Committee and provided that at least one week before the meeting at which such resolution is passed he shall have had a notice thereof in writing and of the intended resolution for the termination of his membership and that he shall at such meeting and before the passing of such resolution have had the opportunity of giving orally or in writing any explanation or defence he may think fit. A member expelled under this Article shall forfeit all right and claim upon the Club and its property.
(c) Applicants refused membership under CASC rules shall have the right to appeal against that refusal in accordance with the policy and procedures currently in force under CASC. Thereafter Rule 14(b) applies.
(d) The membership of any temporary member may be terminated by the Committee or any person authorised by the Committee to so act on its behalf.

If any member shall be convicted on indictment of any criminal offence or shall be adjudged bankrupt or shall make any composition or arrangements with his creditors or, being engaged in any profession, shall be prohibited by the disciplinary body of that profession from continuing to practise such member shall ipso facto cease to be a member of the Club. Any person so ceasing to be a member may be readmitted to membership by the Committee at their discretion.

Any member expelled in accordance with these Articles or otherwise ceasing to be a member of the Club shall forfeit all right or claim upon the Club or its property or funds including any subscription in respect of an unexpired year of membership.

The rights of a member as such shall be personal and shall not be transferable and shall cease upon his death.

## GENERAL MEETINGS

The Club shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. The annual general meeting shall be held at such time and place as the Committee shall appoint.

All general meetings other than the annual general meeting shall be called extraordinary general meetings.
(a) The Committee may, whenever they think fit, and shall on a requisition made in writing by one sixth or more of the members entitled to vote, convene an extraordinary general meeting.
(b) Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the Club.
(c) On receipt of the requisition the Committee shall forthwith proceed to convene an extraordinary general meeting; if they do not, within twenty-one days from the date of the deposit of the requisition, proceed to call a meeting, the requisitionists or a majority in number of the requisitionists, may themselves convene a meeting.

Twenty-one days' notice in writing at the least of every annual general meeting and of every meeting convened to pass a special resolution, and fourteen days' notice in writing at least, of every other general meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given) specifying the place the day and the hour of the meeting, and in the case of special business the general nature of that business, shall be given in a manner hereinafter mentioned to such persons (including the auditors) as are under these presents or under the Act entitled to receive such notices from the Club; but with the consent of all 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, the meeting may be convened by such notice as those member may think fit.

The accidental omission to give notice of any meeting to or the non-receipt of such notice by any member shall not invalidate the proceedings at that meeting.

## PROCEEDINGS AT GENERAL MEETINGS

All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an 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 auditors, the election of members of the Committee in place of those retiring and the appointment of and fixing of the remuneration of the auditors.

No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided twenty members personally present shall be a quorum.

If within half an hour from the time appointed for the meeting a quorum of members 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 following week at the same time and place; and if at the
adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present shall be a quorum.

The chairman, or in his absence a member of the Committee appointed by the Committee, shall preside as a chairman at every general meeting of the Club.

If there is no such chairman, or if at any meeting he is not present within fifteen minutes of the time of holding the same, the members present shall choose someone of their number who is a member of the Committee, to be chairman of the meeting, and if there shall be no member of the Committee present, then the members shall choose any one of their number to be chairman of the meeting.

The chairman may, with the consent of the meeting, adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

At any general meeting, unless a poll is demanded by the chairman or by at least one third of the members personally present, a resolution put to the vote of the meeting shall be decided on a show of hands and a declaration by the chairman that a resolution has or has not been carried, an entry to that effect in the book of proceedings of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

If a poll is demanded in manner aforesaid the same shall be taken in such manner as the chairman directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Every member of the Club shall have the right to attend general meetings and to receive notice thereof but the right to vote shall be restricted to voting members, voting members are defined as any members paying an annual subscription other than Temporary Members, Honorary Members, Associate Members, Life Members. No voting member shall be entitled to vote unless all moneys then due from him to the Club have been paid. Every member of the Club entitled to vote shall have one vote and no more except that in the case of equality of votes, the chairman shall have a second or casting vote.

On a poll votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointor. The instrument appointing a proxy shall be deposited at the registered office of the Club not less than forty-eight hours before the time of holding the meeting at which the person named in such instrument proposes to vote. A proxy need not be a member of the Club.

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.

Any instrument appointing a proxy shall be in the following form:
"BOOKER GLIDNG CLUB LIMITED.
"I, of
"being a member of the BOOKER GLIDING CLUB LIMITED, hereby
"appoint
"and failing him
of
"to vote for me and on my behalf at the Annual or Extraordinary, or Adjourned, "as the case may be, General Meeting of the Club to be held on the day of "and at any adjournment thereof.
"As witness my hand this day of
No poll shall be demanded on the election of a chairman of the meeting or on any question of adjournment. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

## COMMITTEE OF MANAGEMENT

Until otherwise determined by a General Meeting, the number of the members of the Committee shall not be less than two nor more than ten.

The first members of the Committee shall be

Alistair E Kay of Orchard Farm, Little Kingsfield, Great Missenden, Bucks<br>Lawrence E Beer of Green Tiles, High Street, Prestwood, Great Missenden, Bucks<br>Adrian Hegner of 50 Bramber Road, London NW12<br>John P Gorringe of Flat 3, 58 Madeley Road Ealing, London W5<br>Martin O Breen of The Old Post Office, Amersham Road, Hazlemere, Bucks<br>John W Tomlinson of Stanlake Park, Twyford, Reading, Berks<br>Victor S Bailey of 77 Blandford Road, Teddington, Middx<br>Peter C Jones of 416 Woodham Lane, Woodham, Weybridge, Surrey

The Committee may from time to time and at any time appoint any member of the Club as a member of the Committee, either to fill a casual vacancy or by way of addition to the Committee provided that the prescribed maximum be not thereby exceeded.

No member of the Committee of the Club shall receive any remuneration for his services in the capacity of a member of the Committee other than the Secretary.

There shall not be any age limit for the members of the Committee and accordingly sub-sections (1) to (6) of Section 185 of the Act shall not apply to the Club.

## POWERS OF THE COMMITTEE

The business of the Club shall be managed by the Committee who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Club as they think fit, and may exercise all such powers of the Club, and do on behalf of the Club all such acts as may be exercised and done by the Club, and as are not by statute or by these presents required to be exercised or done by the Club in general meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Club, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Club in general meeting, but no regulation made by the

Club in general meeting shall invalidate any prior act of the Committee which would have been valid if such regulation had not been made.

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 Club, filling up vacancies in their body, or of summoning a general meeting, but not for any other purpose.

The Committee shall have the power from time to time to make, alter and repeal all such byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and in particular but not exclusively they may by such bye-laws regulate:
(a) the terms and conditions upon which honorary guests and visitors shall be permitted to use the premises property and facilities of the Club;
(b) the times of opening and closing of the Club premises and the use of aircraft and other property of the Club by members;
(c) the rules to be observed and prizes or stakes to be played for by members of the Club;
(d) the prohibition of particular games on the premises of the Club entirely or at any particular time or times;
(e) the conduct of members of the Club in relation to one another and to the Club's servants
(f) the conduct of the members flying and the conduct of all flying and other activities at the Club's airfield;
(g) safety precautions at the Club's airfield or elsewhere and the imposition of fines, suspension in whole or in part of membership rights for the breach of any bye-laws or articles of association;
(h) the procedure at general meetings and meetings of the Committee excepts in so far as such procedure may be regulated by the articles of association;
(i) and generally all such matters as are commonly the subject matter of Club rules.

The Committee shall adopt such means as they deem sufficient to bring to the notice of members of the Club all such bye-laws, alteration and repeals and so long as they shall be in force all such bye-laws shall be binding upon all members of the Club provided nevertheless that no bye-laws shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association and that any bye-laws may be set aside by a special resolution of a general meeting of the Club.

The Secretary shall be appointed by the Committee on such terms and conditions and remuneration as they think fit and the Committee shall have power to terminate any such appointment and fill a vacancy in the office.

## BORROWING POWERS

The Committee may exercise all the powers of the Club to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Club or of any third party.

## THE SEAL

The seal of the Club shall not be affixed to any instrument except by the authority of a resolution of the Committee and in the presence of at least two members of the Committee and the said members shall sign every instrument to which the seal shall be so affixed in their presence and in favour of any purchaser or person bona fide dealing with the Club such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

## DISQUALIFICATION OF MEMBERS OF THE COMMITTEE

The office of a member of the Committee shall be vacated:
(a) if he becomes of unsound mind;
(b) if he ceases to be a member of the Club;
(c) if by notice in writing to the Club he resigns his office;
(d) if he absents himself from the meetings of the Committee for a period of six calendar months without special leave of absence from the other members of the Committee;
(e) if he is removed from office by a resolution duly passed pursuant to section 184 of the Act.

## ROTATION OF MEMBERS OF THE COMMITTEE

At the first annual general meeting and at the annual general meeting to be held in every subsequent year, one third of the members of the Committee for the time being, or if their number is not a multiple of three then the number nearest to one third shall retire from office.

The members of the Committee to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Committee shall be eligible for re-election.

The Club may, at the meeting at which a member of the Committee retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall in offering himself for re-election be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

No person not being a member of the Committee retiring at the meeting shall, unless recommended by the Committee for election, be eligible for election to membership of the Committee at any general meeting, unless at least fourteen days before the day appointed for
the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected.

The Club may from time to time in general meeting increase or reduce the number of members of the Committee, and determine in what rotation such increase or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

In addition and without prejudice to the provisions of section 184 of the Act, the Club may by extraordinary resolution remove any member of the Committee before the expiration of his period of office, and may by an ordinary resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

## PROCEEDINGS OF THE COMMITTEE

The Committee may meet (either in person or by a conference conducted by telephone) for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business shall be three members of the Committee present provided the members of the Committee absent shall have received at least two days' notice of the time, place and date of the meeting. Questions arising at any meeting shall be decided by a majority of votes, In the case of an equality of votes the chairman shall have a second or casting vote.

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 notice of a meeting.

The Committee shall from time to time elect a chairman and a treasurer and may determine for what period they are to hold office. In the event that a term is not specified these officers shall offer themselves for re-election prior to the date of the following Annual General Meeting. The chairman shall be entitled to preside at all meetings of the Committee at which he shall be present and if no such chairman be elected or if at any meeting the chairman be not present within fifteen 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.

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 Club for the time being vested in the Committee generally.

The Committee may delegate any of their powers to sub-committees consisting of such members of member of the Club as they think fit and may recall or resolve any such delegation or appointment. Any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Committee. The meetings and proceedings of any such sub-committee shall be governed by the provisions of these presents 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.
All acts bona fide done by any meeting of the Committee or of any sub-committee, or by any 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 had duly continued in office and was qualified to be a member of the Committee.

The Committee shall cause proper minutes to be made of all appointments of officers made by the Committee and of the proceeding of all meetings of the Club 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 any such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

A resolution in writing signed by all the members for the time being of the Committee or of any sub-committee of the Committee who are entitled to receive notice of a meeting of the Committee or of such sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Committee or of such sub-committee duly convened and constituted.

## ACCOUNTS

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

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

The books of account shall be kept at the office, or subject to section 147(3) of the Act, at such other place or places as the Committee shall think fit, and shall always be open to the inspection of the members of the Committee.

The Committee shall from time to time determine whether and to what extent and to what times and places and under what conditions or regulations the accounts and books of the Club or any of them shall be open to the inspection of members not being members of the Committee, and no member (not being a member of the Committee) shall have any right of inspecting any account or book or document of the Club except as conferred by statute or authorised by the Committee or by the Club in general meeting.

At the annual general meeting in every year the Committee shall lay before the Club a proper income and expenditure account for the period since the last preceding account made up to date not more than six months before such meeting, together with a proper balance sheet made up as at the
same date. Every such balance sheet shall be accompanied by proper reports of the Committee and copies of such accounts, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto and shall be made available on demand to all members qualified to attend the said general meetings and sent to any other persons as maybe required by law within the time of not less than 21 days prior to the date of the meeting.

## DISSOLUTION

The members may vote to wind up the Club by a special resolution at a general meeting, in which event the Committee shall be responsible for the orderly winding up of the Club's affairs, and after discharging any liabilities and making such provision as is appropriate for any contingent liabilities, the Committee shall (in its discretion) dispose of any remaining net assets as follows:

To another gliding club with similar purposes to the Club which is a charity and/or such a club which is a registered Community Amateur Sports Club and/or to the British Gliding Association for use by it for related community sport.

## NOTICES

A notice may be served by the club upon any member, either personally or by sending it by email or through the post in a prepaid letter, addressed to such member at his registered email or postal address as appearing in the register of members.

Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Club an address within the United Kingdom at which notices may be served on 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 notice from the Club.

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.

## LIABILITY

No claim shall arise against the Club its servants or agents nor against any other member of the Club in respect of damage to the property of or personal injury (including personal injury resulting in death) to a member of the Club occurring at the premises of the Club or its airfield or arising out of or happening during the course of the Club's activities, or in any way involving the Club or its activities wheresoever such activities take place whether such damage, injury or death arises out of negligence, breach of statutory duty or any other cause whatsoever and if any such claim should be made arising out of such damage, injury or death each member of the Club for himself, his heirs, executors and assigns indemnifies the Club and all other members of the Club against any costs claims demands or liability of any nature whatsoever which be so made or occasioned thereby.

- END -


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