

MEMORANDUM OF ASSOCIATION OF THE BRITISH AEROBATIC ASSOCIATION LIMITED

1. The name of the Company (hereinafter called "the Association") is the "BRITISH AEROBATIC ASSOCIATION".
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are:-
 - (A) To promote and encourage aerobatic flying and to take such steps as may be necessary for the proper conduct and furtherance of the sport.
 - (B) To pursue the observance of adequate standards of safety on the part of those participating in or connected with aerobatics and to take all such steps as may be necessary to maintain such standards.
 - (C) To promote, protect and watch over the interests of aerobatic flying; to effect collaboration between members of the Association, and to co-operate and negotiate on their behalf with the Civil Aviation Authority and any other person, firm or company whether in the United Kingdom or elsewhere.
 - (D) To improve and foster the technical and general knowledge of aerobatic flying, aircraft and safety levels of persons, firms and companies engaged in or in any way connected with aerobatic flying or in any employment, manual or otherwise, connected therewith; and to promote just and honourable practice in the conduct of aerobatic flying, competitions, demonstrations or displays, to suppress malpractice connected therewith and to make any bye-laws or regulations to these ends. Actively to oppose any act or acts by any person, firm or company within or outside the Association which may be prejudicial to the interests of aerobatic flying.
 - (E) To originate and promoted and tot take all necessary steps to modify, or oppose, international, national, municipal or local legislative or administrative proposals or legislation affecting aerobatic flying, and the for the aforesaid purposes to petition Parliament and to take such other steps and proceedings as may be deemed expedient.
 - (F) To act as promoters of aerobatic meetings, contests, demonstrations and displays, to provide suitable training facilities, to assist in the proper management and regulation of aerobatic meetings, contests, demonstrations and displays, to raise and distribute prize money, to act as publishers, stationers and booksellers, general traders, dealers, agents and manufacturers both wholesale and retail, of any articles of any description including aircraft, flying equipment, ground equipment and vehicles, which may assist the development of aerobatic flying and the furtherance of the sport.

- (G) To establish, subsidise, promote and co-operate, associate and affiliate with, become a member of, act as or appoint agents or delegates for, control, manage, superintend or otherwise assist in clubs, associations and institutions, incorporated or not incorporated, with objects altogether or in part similar to those of the Association, not being a trade union.
- (H) To establish and support, or aid in the establishment and support of, associations, institutions, funds, trusts and conveniences calculated to benefit employees of ex-employees of the Association, or the dependants or connections of such persons, and to grant pensions and allowances to and to make payments towards insurance of employees or ex-employees or any of their dependants or connections.
- (I) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights or privileges which may be necessary or convenient for the promotion of the objects of the Association, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.
- (J) To form, establish and bring out, or assist in bringing out any other company having objects similar or partly similar to those of the Association, and to subscribe for and take shares or debentures, bonds or obligations of any such company.
- (K) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (L) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (M) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (N) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (O) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (P) To draw, make, accept, endorse, issue and negotiate bills of exchange, promissory notes and other negotiable instruments.
- (Q) To apply for and obtain any legislative, municipal or other Acts or authorisations for the purpose of enabling the Association to carry any of its objects into effect or of effecting any modification of the Association's constitution, or for any other purpose which may be considered expedient, and to oppose any proceedings or actions which may be considered calculated directly or indirectly to prejudice the Association's interests.

- (R) To procure the registration or incorporation of the Association in or under the laws of any place outside England, and to procure any Act of Parliament, provisional order, enactment, decree or other legislative or executive act of any government, state, colony, province, dominion, sovereign or authority, supreme, municipal, local or otherwise for the purpose of enabling the Association to carry any of its objects into effect.
- (S) To pay all expenses of and incidental to the incorporation and establishment of the Association.
- (T) To do all such other things are are incidental or conducive to the attainment of the above objects or any of them in any part of the world.

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

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

4. The income and property of the Association whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association, 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 Association or to any person, company or association other than a charitable institution.

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

5. The liability of the members is limited.
6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the

contributories among themselves, such amount as may be required not exceeding £1.

7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision, then to some charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Association. Once at least in every year the accounts of the Association shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.