
**COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL**

***MEMORANDUM
AND ARTICLES OF ASSOCIATION
OF***

**BRITISH PARACHUTE ASSOCIATION
LIMITED**

Incorporated the 29th day of March 1966.

No. 875429

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum of Association

OF

BRITISH PARACHUTE ASSOCIATION LIMITED.

1. The name of the Company (hereinafter called "the Association") is "BRITISH PARACHUTE ASSOCIATION LIMITED",
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 sport parachuting and to take such steps as may be necessary for the proper conduct and regulation of the sport.
 - (B) To ensure the observance of the highest possible standards of safety on the part of those participating in or connected with sport parachuting, and to take all such steps as may be necessary to maintain such standards.
 - (C) Generally to promote, protect and watch over the interests of sport parachuting; to effect collaboration between members of the Association, and to co-operate and negotiate on their behalf with the Ministry of Aviation and other Government Departments and any other bodies or organisations, including organisations, abroad.
 - (D) To improve and elevate the technical and general knowledge of companies, firms or persons engaged in the operation or management of parachute clubs, or in any employment, manual or otherwise, in connection therewith; and to promote just and honourable practice in the conduct of parachute club operations, to suppress malpractice connected therewith and to make any bye-laws or regulations to these ends. Actively to oppose any act or acts by individual within or outside the Association which are prejudicial to the interests of sport parachuting.
 - (E) To originate and promote and to take all necessary steps to modify, or oppose, international, national municipal or local legislative or administrative proposals or legislation affecting the parachute club movement and sport parachuting generally, and for the purposes aforesaid to petition Parliament, and take such other steps and proceedings as may be deemed expedient.
 - (F) To act as promoters of parachute meetings and contests, as publishers, stationers and booksellers, general traders, dealers, agents and manufacturers, both wholesale and retail, of any articles of any description including parachute equipment, which may assist the development of parachuting and the work of parachute clubs.
 - (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 or 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 monies 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 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 as 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 officer 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 at a rate not exceeding 1 per centum per annum above Base Rate for the time being in force on money lent or reasonable and proper rent for premises demised or let by any Member to the Association; but so that no Member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any Member of such Council or Governing Body, except repayment of out-of-pocket expenses and interests at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association: Provided that the provision last aforesaid shall not apply to any payment to any railway, gas electric lighting, water, cable or telephone company of which a Member of the Council of Management or Governing Body may be a Member, or any other company in which such Member shall not hold more than one hundredth part of the capital, and such Member shall not be bound to account for any share of profits he may receive in respect of any such payment.

The liability of the Members is limited.

5. 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.
6. 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.

7. 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.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

R.D WILSON

Highercombe, Dulverton,
Somerset.
Regular Army.

J.R TRUSTRAM EVE

Kellinghams,
Waltham St. Lawrence,
Berkshire.
Company Director.

DAVID M. PIERSON,

Abbey Oaks,
Sproughton,
Suffolk,
Member of Lloyds.

B.C SUTTON,

9, Cholsworth Road,
R.A.F Abingdon,
Berks.
Royal Air Force.

L.N.E. St JOHN,

4 Minster Court,
Warminster Road,
South Norwood,
London S.E.25
Company Director.

E.GARDENER

31 Vine Close,
Aldershot,

Hants.
Regular Army.

B.GREEN
British Sky-Diving Limited,
Toll House,
Runfold,
Farnham, Surrey.
Company Director.

DATED this 10th day of March 1966

WITNESS to the above Signatures: -

ROYSTON ALBRECHT
The Mill House,
Eversley,
Hants.

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

Articles of Association

OF

BRITISH PARACHUTE ASSOCIATION LIMITED,

PRELIMINARY

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

<u>Words</u>	<u>Meanings</u>
The Act	The Companies Act 1948.
These presents	These Articles of Association and the regulations and by-laws of the association from time to time in force.
The Association	The above-named Association.
The Council	The Council of Management for the time being of the Association.
Office	The registered office of the Association.
Seal	The Common Seal of the Association.
Month	Calendar month.
Year	Twelve Calendar months.
In writing	Written, printed or lithographed or partly one and partly another, and other modes of representing or reproducing words in a visible form. A facsimile copy may be used but must be i) Checked for legibility upon receipt. ii) Be confirmed in traditional form within ten days of receipt.

The expression "Secretary-General" shall include Temporary or Assistant Secretary-General, a Senior Administration Officer or any person duly appointed to perform any of the duties of the Secretary-General. Where the Act refers to the office of Secretary, such as references shall imply to the office of Secretary-General.

Words importing the singular shall include the plural, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

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 Association shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

2. Reference herein to any provision of the Act shall be a reference to such provision as modified by any Statute for the time being in force.

BUSINESS

3. The Association is established for the purposes expressed in its Memorandum of Association.
4. Any branch or kind of activity which the Association either expressly or by implication is authorised to undertake may be undertaken by the Council at such time or times as it may consider expedient and further may be suffered by it to be in abeyance, whether such branch or kind of activity may have been actually commenced or not, so long as the Council may consider it expedient not to commence or proceed with the same.
5. Subject to the provisions (so far as applicable) of the Act, the business of the Association may be commenced so soon after the incorporation of the Association as the Council shall think fit.
6. The Office shall be at such place in England as the Council shall from time to time appoint.

MEMBERSHIP

7. The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with these presents, and none others, shall be members of the Association (subject as hereinafter provided) and shall be entered in the Register of Members accordingly.
8. For the purposes of registration of the Association the number of Members of the Association shall be unlimited.
9. The Council shall be entitled to elect honorary members, with such qualifications and such privileges and subject to such limitations as the Council shall from time to time determine.
10. Every application for membership shall be in the form, and accompanied by such information concerning the applicant, as the Council may require to determine eligibility, together with an undertaking that, if elected, the applicant will conform with these presents. Such application shall be considered and election determined by the Council, which shall decide by a majority vote upon the election or otherwise of an applicant.
11. The Council may from time to time require such further qualifications and such conditions to be satisfied by an applicant for membership as the Council may think fit, and the Council may require such evidence to be furnished to them as they think fit that any qualification or condition for the time being required or imposed is duly satisfied, whether on application for membership or at any time or times thereafter.
12. All members shall pay to the Association on being elected to membership an entrance fee and such annual or other periodical subscription, the amount of such fee and subscription to be recommended from time to time by the Council and approved

by Ordinary Resolution of the Association. Provided that all entrance fees and subscriptions shall be payable at such time, in such manner and in respect of such period as the Council shall in their absolute discretion think fit.

13. The Council may at any time require any Member to give the Council orally at a meeting of the Council or in writing particulars or explanations in regard to any act alleged to have been done or omitted by such Member which in the opinion of the Council constitutes a breach of such Member's obligations under these present or is calculated to be prejudicial to the interests of the Association or its Members collectively and where such particulars or explanations are required in writing the Council shall permit such Member and any witnesses he may call to be heard at a meeting of the Council. Any requisition under this Article shall be made by notice in writing accompanied by a copy of this and the next two following Articles to the Member in question and shall specify the date, being not less than seven days from the date of the notice, within which such Member is required to comply therewith by attendance at a meeting of the Council or by an explanation in writing, as the case may be.
14. Any Member may be excluded from the Association by resolution of the Council. Provided that no Member shall be excluded from the Association unless the Member in question has first been required by the Council to give particulars and explanations of any acts alleged to have been done or omitted by such Member in accordance with the provisions of the last foregoing Article.
15. Any Member so excluded shall forfeit all claim to a return of any money paid by way of entrance fee subscription or otherwise.
16. A Member shall immediately cease to be a Member upon the happening of any one of the events following namely: -
 - 1) If he shall resign by notice in writing under his hand, left at the Office.
 - 2) If he shall die or in the opinion of the Council become of unsound mind.
 - 3) If he shall not pay by 31st March of any year, after the Association shall have served him with notice in writing requesting payment thereof, any monies due to the Association within the three month period of being so notified a Member may pay such monies and rejoin the Association.
 - 4) If he shall be excluded from the Association under the provisions of Article 14 hereof.
17. A Register shall be kept by the Association containing the names and addresses of all the members, together with such other particulars as may be required by the Act.
18. Any Member who for any cause whatsoever shall cease to be a Member shall have no claim whatsoever upon the Association or the undertaking or assets thereof and shall not be entitled to be repaid any part of the subscriptions paid by such Member to the Association unless the Council in its absolute discretion shall otherwise determine, but such Member notwithstanding that has ceased to be a Member, shall remain liable for and shall pay to the Association all moneys which at the time when he ceased to be a Member may have been due from him to the Association under any provisions of these presents or which may become payable by him by virtue of his liability under the Memorandum of Association.
19. Any Member who for any cause whatsoever shall cease to be a Member shall immediately discontinue the use of any device of the Association printed or

impressed on any document or other material or any other indication of membership of the Association and shall not make any use of the name or purport to use the authority of the Association and shall forthwith return to the Secretary-General any property of the Association then in his possession.

COUNCIL OF MANAGEMENT

20. The management of the Association's affairs shall be vested in a Council, comprising 15 persons elected, together with any persons co-opted in accordance with Article 23.
21. The first Members of the Council shall be appointed in writing by a majority of the subscribers of the Memorandum and Articles of Association and shall retire at the first Annual General Meeting of the Association and they shall elect from among their number a Chairman and Vice-Chairman. Members of the Council shall retire at the Annual General Meeting each year, but shall be eligible for re-election.
22. A Member of the Council retiring at any Meeting shall retain office until the close of the Meeting or of any adjournment thereof.
23. In addition to the Members of the Council elected by ballot the Council may appoint as co-opted Member of the Council any persons whose services as Members of the Council will, in the opinion of the elected Members, be advantageous to the Association. Any Member so co-opted shall retire from office at the conclusion of the Annual General Meeting next following his appointment, but thereafter may again be co-opted to serve on the Council.
24. The Council shall have power to fill casual vacancies in the number of elected Members to the Council. Any person so appointed shall retain office only until the next Annual General Meeting but shall be eligible for re-election.
25. No person who is not a Member of the Association shall be eligible for membership of the Council except as a co-opted Member.
26. The Members of the Council shall not be entitled to any remuneration for their services as such Members, but the Council may authorise the payment by the Association of any reasonable and proper out-of-pocket expenses incurred by any such Member in the performance of his duties or otherwise in connection with the affairs of the Association.
27. The Council shall appoint a Secretary-General of the Association upon such terms and at such salary as the Council in their absolute discretion think fit.

GENERAL MEETINGS

28. Any Member of the Association may attend any Council or Committee meetings for all items of business except those specified by the Chairman of the meeting.
29. The Association shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Association and that of the next. Provided that so long as the Association holds its first Annual General Meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or the following year. Subject as hereinbefore provided, the Annual General Meeting shall be held at such time and place as the Council shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

30. The Council may call an Extraordinary General Meeting whenever it shall think fit, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists as provided by Section 132 of the Act.
31. Subject to the provisions of the Act, no Member shall be entitled to bring any special business before any General Meeting unless he shall have given notice in writing of such special business to the Secretary-General so as to be received by him not less than forty days before the date of the Meeting and in any such case the Secretary-General shall in the notice convening the General Meeting at which such special business is to be considered give notice of such special business to all persons for the time being entitled under these presents to receive notice of General Meetings.
32. Subject to the provisions of the Act relating to meetings convened for the purpose of passing special resolutions and to Annual General Meetings twenty one days notice at least (exclusive both of the day on which the notice is served or deemed to be served and of the day for which the notice is given) of every General Meeting of the Association specifying the place, the day, and the hour of meeting and in case of special business the general nature of such business shall be given in manner hereinafter mentioned to such persons as are for the time being entitled under these presents to receive notice of General Meetings, provided that with the written consent of Members in accordance with the provision of the Act a meeting may be convened on such shorter notice and in such other manner as such Members may think fit. The accidental omission to give notice to or the non-receipt of notice by any person entitled to receive the same shall not invalidate the proceedings at any General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

33. The business referred to hereunder shall be transacted at an Annual General Meeting: -
 - (A) To consider and adopt if approved, the Report of the Council.
 - (B) To fix the subscription payable by non-provisional members for the ensuing financial year.
 - (C) To Elect the Council.
34. The business referred to hereunder shall be transacted at an Extraordinary General Meeting prior to the AGM: -
 - (a) To consider and adopt, if approved, the accounts and balance sheet for the year past.
 - (b) To fix the subscriptions payable by provisional members for the ensuing financial year.
 - (c) To appoint auditors for the ensuing year and to fix their remuneration.
35. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all that business (save such as is specified in Article 33 hereof) which is transacted at an Annual General Meeting.
36. The Chairman of the Association, or in his absence the Vice-Chairman, shall preside as Chairman of every General Meeting, but if there be no such Chairman or Vice-Chairman, or if at any Meetings they shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Members

present and entitled to vote shall choose some Member of the Council, or if no Member of the Council be present, or if all the Members of the Council present decline to take the Chair, they shall choose some other Member of the Association who shall be present to preside. No business shall be discussed or transacted at any General Meeting whilst the Chair is vacant except the election of a Chairman.

37. 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 six Members present in person shall be a quorum.
38. (a) Every Member of the Association present at a General Meeting shall have one vote.
(b) No Member shall be entitled to vote at any General Meeting unless all monies presently payable by him to the Association have been paid.
39. In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.
40. The Chairman may, with the consent of any Meeting adjourn a Meeting from time to time, and from place to place, but no business shall be transacted at any adjourned Meeting other than business which might have been transacted at the Meeting from which the adjournment took place. Whenever a Meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
41. At any General Meeting a resolution put to the vote of the Meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded: -
 - (a) by the Chairman; or
 - (b) by at least three Members present in person at the Meeting; or
 - (c) by any Member or Members present in person at the meeting and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of proceedings of the Association shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

42. Except as provided in Article 41 if a poll is duly demanded it 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.
43. A poll demanded on the election of a Chairman or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the Meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

44. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings shall be as valid and effective as if the same had been passed at a General Meeting of the Association duly convened and held.

PROCEDURE FOR ELECTION OF CHAIRMAN, VICE-CHAIRMAN, TREASURER AND MEMBERS OF THE COUNCIL

45. Not less than two months before the date fixed for the Annual General Meeting members of the Association shall be invited to nominate in writing candidates who must be Members of the Association to serve on the Council. Such nominations shall reach the Secretary-General not less than one month before the date fixed for the Meeting.
46. The name of each person nominated in accordance with Article 45 shall be entered on a ballot paper, the list of names being set out in alphabetical order, and not less than 21 days before the date fixed for the Meeting such ballot papers will be sent out to all Members of the Association entitled to vote.
47. Members shall vote for not more than 15 candidates and return their ballot papers duly marked to the Office so as to arrive at the latest on such time and date as the Secretary-General may determine. The 15 candidates (or if a lesser number be nominated, that number), receiving the most votes shall be announced at the Meeting and shall form the New Council.
48. Alternatively, the election process for Council may be conducted by an independent organization such as the Electoral Reform Society or any such similar body, according to the agreed rules of said body and The British Parachute Association and subject to any changes said body may adopt from time to time.
49. The Chairman of the Council of the Association shall be elected at a Council Meeting to be held forthwith upon the conclusion of the Annual General Meeting from among the Members of the Council, and at the Meeting shall be proposed by one Council Member and seconded by another.
50. Following the election of the Chairman, the same procedure as set out in Article 49 hereof shall apply to the election of the Vice-Chairman and Treasurer.
51. Members of the Council elected to the Offices of Chairman Vice-Chairman and treasurer shall hold office as such until the conclusion of the Annual General Meeting next following such election

POWERS OF THE COUNCIL

52. Without derogation from the general powers of management and the particular powers already conferred upon it by these presents, the Council shall have power: -
- (A) To pay all expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Association.
 - (B) To appoint, determine the terms of reference of and too dissolve such committees and sub-committees as it may think fit under the terms of Article 56.
 - (C) To promulgate, amend, extinguish, revise and amplify such regulations and bye-laws not being inconsistent with these presents as may be considered necessary or desirable in connection with the conduct of the activities of Members, the maintenance of the highest standards of safety in all parachuting activities or

other matters within the scope of the objects of the Association, and to interpret and give rulings upon any such regulations or bye-laws.

- (D) To appoint, fix the remuneration of and dismiss such paid servants of the Association, as may be considered necessary or desirable.
- (E) To hold meetings at such time and in such places as it may think fit.
- (F) Generally to exercise all such powers of the Association and do on behalf of the Association all such acts as may be exercised and done by the Association and are not by the Act or by these presents required to be exercised or done by the Association in General Meeting, or inconsistent with the Act or the provisions of these presents.

PROCEEDINGS OF COUNCIL

- 53. The Council may meet together for the despatch of business, adjourn and otherwise regulate their meeting as the Members of the Council may think fit. Five Council Members shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes and each Member of the Council shall have one vote save that in the case of an equality of votes the Chairman shall have a second or casting vote. All Council Members shall be entitled to receive seven days notice in respect of all Council Meetings.
- 54. Six or more Members of the Council may at any time require a Meeting of the Council to be summoned by leaving a written notice to that effect with the Secretary-General.
- 55. The chair at Council Meetings shall be taken by the Chairman of the Council or in his absence by the Vice-Chairman. If at any meeting of the Council neither the Chairman nor Vice-Chairman is present within five minutes of the time appointed for holding the Meeting, the Members of the Council present shall choose one of their number to be Chairman of the Meeting.
- 56. The Council may delegate any of its powers to committees or sub-committees. Members of such committees, other than their Chairman, need not be Members of the Council. Such committees shall be subject to annual re-appointment by the Council, with the approval of the majority of Members of the Council at its first meeting following each Annual General Meeting of the Association. The Meetings and proceedings of all such committees shall be governed by the provisions of these presents for regulating the Meetings and proceedings of the Council so far as applicable, and so far as the same shall not be amended or superseded by any regulations or bye-laws made by the Council in accordance with its powers.

Any resolutions passed by any such committee or sub-committee shall be subject to ratification by the Council. The Chairman of the Association shall, ex officio, be a Member of all such committees and sub-committees.
- 57. A resolution in writing signed by all the Members for the time being of the Council or of any committee of the Council shall be as valid and effectual as if it had been passed at a Meeting of the Council or such committee duly convened and constituted. Any such resolution may consist of one or more documents all in the like form.
- 58. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all Meetings of the Association and of the Council and of committees of the Council, 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.

59. All acts bona fide done by any member or Members of the Council shall be valid, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Members, or that they or any of them were disqualified.

AFFILIATED CLUBS

60. Parachute Clubs are not entitled to membership of the Association but may become affiliated to the Association upon payment to the Association of an affiliation fee which shall be fixed from time to time by the Council. All such affiliated clubs shall be entitled to seek advice and guidance from the Association, its officers and members in all parachuting methods and procedures and the conduct of sport parachuting generally.

THE PATRON

61. The Council shall have power to appoint a President Vice-President and a Patron.

THE SEAL

62. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of the Secretary-General. The Secretary-General shall sign every instrument to which the seal shall be so affixed, and in favour of any purchaser or person bona fide dealing with the Association such signature shall be conclusive evidence of the fact that the seal has been properly affixed.

THE ACCOUNTS

63. The Council shall cause true accounts to be kept in accordance with the requirements of Section 147 of the Act.
64. 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 Council may think fit, and shall always be open to the inspection of members of the Council. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of Members of the Association not being Members of the Council, and no Member of the Association (not being a Member of the Council) shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the Council or by the Association in General Meeting.
65. At least once every year the Council shall lay before the Association in General Meeting an income and expenditure account made up to a date not more than six months before the Meeting and a balance sheet made up as at the same date containing all such particulars with regard to the capital, the assets and the liabilities of the Association as are required by the Act.
66. Every such balance sheet as aforesaid shall be signed on behalf of the Council by two members of the Council and shall be accompanied by a Report of the Council as to the state of the Association's affairs, and the report of the Association's Auditors in accordance with the Act.
67. A copy of every income and expenditure account, balance sheet and Report which is to be laid before the Association in General Meeting shall be sent to all Members not less than 21 clear days before the date of the Meeting.

AUDIT

68. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
69. Auditors shall be appointed and their duties regulated in accordance with Sections 159, 160 and 161 of the Act, the Members of the Council being treated as the Directors mentioned in those sections.

NOTICES

70. A Notice may be served by the Association 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.

A Notice may alternatively be served by the Association upon any Member by facsimile copy but must be checked for legibility upon receipt and confirmed in traditional form within ten days of receipt.

71. Any Member not having an address within the United Kingdom, who shall from time to time give the Association 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 only Members described in the register of Members by an address within the United Kingdom and the Auditors for the time being of the Association shall be entitled to receive notices from the Association.
72. 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 in a prepaid letter.

WINDING UP

73. If the Association shall be wound up the provisions contained in Clause 7 of the Memorandum of Association shall apply and have effect in all respects as if the same were repeated in these presents.

INDEMNITY

74. Every Member of the Council and every officer and Auditor of the Association shall be indemnified out of the funds of the Association against all liabilities incurred by him as such Member of the Council, officer or Auditor in defending any proceedings, whether civil or criminal in which judgement is given in his favour or in which he is acquitted, or in connection with any application under Section 448 of the Act in which relief is granted to him by the Court.

DUTIES OF MEMBERS

75. Every Member shall be bound to further to the best of his ability the objects, interests and influence of the Association, and shall observe all the regulations and bye-laws for the time being of the Association and shall undertake not to bring or join in bringing any action, claim or other proceedings against the Association its officers or members on account of their bona fide actions not contrary to these presents and carried out in the course of fulfilling the Association's Objects.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

R.D.WILSON
Highercombe, Dulverton,
Somerset.
Regular Army

J.R. TRUSTRAM EVE,
Kellinghams, Waltham St. Lawrence,
Berkshire.
Company Director

DAVID M. PIERSON
Abbey Oaks,
Sproughton, Suffolk.
Member of Lloyds

B.C. SUTTON
9 Cholsworth Road,
R.A.F. Abingdon, Berks.
Royal Air Force.

L.N.E.St JOHN,
4 Minister Court, Warminster Road,
South Norwood, London S.E.25
Company Director

E GARDENER,
31 Vine Close,
Aldershot, Hants.
Regular Army

B.GREEN,
British Sky-Diving Limited,
Toll House, Runford,
Farnham, Surrey.
Company Director

DATED this 10th day of March 1966

WITNESS to the above signatures: -

ROYSTON ALBRECHT
The Mill House,
Eversley, Hants

Updated: - this 11th day of January 1992.

Updated – this 12th day of January 2008.