

MEMORANDUM OF ASSOCIATION

OF

CHESHAM MODEL FLYING CLUB LIMITED

Incorporated on 20th April 1993

Company Number 2810774

1. The name of the company (hereinafter called "the Club") is Chesham Model Flying Club Limited.

2. The registered office of the Club will be situated in England.

3. The objects for which Club is established are –

(a) The promotion, protection, organisation and encouragement of model aircraft building, flying and development, in all its aspects through the medium of the Club and individual members; assistance and guidance to individuals; collaboration between members of the Club and with other Clubs; and co-operation on behalf of members of the Club with the Civil Aviation Authority and Department of the Environment, or other Government Departments, District and Borough Councils and any other bodies and organisations in the United Kingdom and overseas.

(b) To produce, collect and distribute information in connection with model aircraft or the model aircraft movement on such terms as the Club shall think fit.

(c) To encourage research in model aircraft design, theory and construction.

(d) To control and record model aircraft performance within the areas under the jurisdiction of the Club.

(e) To act as promoters of Model Aircraft meetings, contests and exhibitions and as publishers.

(f) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which may be necessary or convenient for the promotion of its objects and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Club.

(g) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Club as may be thought expedient with a view to the promotion of its objects.

(h) To undertake and execute any trusts which may lawfully be undertaken by the Club and may be conducive to its objects.

(i) To borrow or raise money for the purposes of the Club on such terms and on such security as may be thought fit.

(j) To invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit.

(k) To support, financially, or otherwise any establishment with benefit to the model aircraft movement.

(l) 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 Club or calculated to further its objects.

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

Provided that the Club 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 Club would make it a Trade Union.

4. The income and property of the Club whence so ever derived, shall be applied solely towards the promotion of the objects of the Club 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 Club or to any other person, company or association other than a charitable institution.

Provided that nothing herein shall prevent the payment, in good faith, of interest on money borrowed or reasonable and proper rent for premises demise or let by any member to the Club; officers and servants of the Club are not to receive fees but Club Members have the right to waive the subscription of any Committee Member but so that no member of the Committee of Management or Governing Body of the Club shall be appointed to any salaried office of the Club or any office of the Club paid by fees, and that no remuneration or other benefit in money or monies worth shall be given by the Club to any member of such Committee or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Club; 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 Committee 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.

5. The liability of the members is limited.

6. 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 ceased 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 £2.)

7. If upon the winding up or dissolution of the company 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 company, but shall be given or transferred to some other club, society, institution or organisation being of a non-profit making nature.

8. True accounts shall be kept of the sums of money received and expended by the company, and the matters in respect of which such receipts -and expenditure take place, of all sales and purchases of goods by the company and of the property, credits and liabilities of the company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the company 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.

9. The Club shall be affiliated to The Society of Model Aeronautical Engineers Ltd (S.M.A.E.) .whose working title is the British Model Flying Association (B.M.F.A.)

10. The Club will maintain an insurance policy to cover members against third party claims and member to member insurance. Whilst the Club remains affiliated to the BMFA their block insurance policy will apply to all Club members. In the event of a future failure or lack of insurance cover by the BMFA, the Club shall be empowered to secure an adequate insurance policy for its members.

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

Names, Addresses and Descriptions of Subscribers

David John Humphrey - Plastic Injection Mould
239 Great Hivings, - and Component Designer
Chesham,
Bucks HP5 2LP

Richard Edward Johnson - Building Contractor
Windrush,
12 St. Leonards Road,
Chesham Bois,
Amersham,
Bucks HP6 6DT

Geoffrey Roy Walker - Sales Engineer
4 Wardes Close,
Prestwood,

Great Missenden,
Bucks HP16 OSA

David Garry Baverstock - Plastic Injection Moulding
362 Berkhamsted Road, -Machine Technician
Chesham,
Bucks HP5 6NG

Gordon Frederick Hancock - Aeronautical Engineer
115 Berkeley Avenue,
Chesham,
Bucks HP5 2RS

Brian Jesse Tompkins - Retired Squadron Leader
24 Old Dean,
Bovingdon,
Herts HP3 OEU

Robin John Thwaites - Sales Consultant
Beagents cottage,
Off Little Twye Road,
Buckland Common,
Near Tring,
Herts HP23 6NZ

Dated the 5th day of April 1993

WITNESS to the above signatures :-
Albert William Bramley Hockey. - Accountant
Chiltern,
Brays Lane,
Hyde Heath,
Amersham,
Bucks HP6 5RT