

COMPANY NUMBER: 00468190

SPECIAL RESOLUTION

-OF-

**DERBYSHIRE AND LANCASHIRE GLIDING
CLUB LIMITED ("the Company")**

Circulation date: 6 MAY 2019

Date passed: 10 MAY 2019

Pursuant to chapter 2 of part 13 of the Companies Act 2006 the directors of the Company propose that the following resolution is passed as a special resolution ("the Resolution").

SPECIAL RESOLUTION

That the Memorandum and Articles of Association of the Company be altered so as to take the form of the Memorandum and Articles of Association attached hereto, in substitution for, and to the exclusion of, any memorandum and articles of association of the Company previously registered with the Registrar of Companies.

AGREEMENT

Please read the notes at the end of this document before signing your agreement to the Resolution.

We, the undersigned, being entitled to vote on the above Resolution on the circulation date set out at the beginning of this document, hereby irrevocably agree to the Resolution.

SIGNED: *Donald Mackenzie*

PRINT NAME: DONALD MACKENZIE

DATE: 10 MAY 2019

THURSDAY



A10 *A863DYTS* 23/05/2019 #267
COMPANIES HOUSE

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to Liz Martin, Camphill, Great Hucklow, Near Tideswell, Derbyshire, SK17 8RQ.

Post: returning the signed copy by post to Liz Martin, Camphill, Great Hucklow, Near Tideswell, Derbyshire, SK17 8RQ.

E-mail: sending a scanned copy of the signed Resolution to elizabeth.martin1@btinternet.com.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
3. Unless, by 28 days from the circulation date, sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

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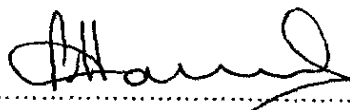
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SIGNED:



PRINT NAME:

P V HARRIS

DATE:

10 MAY 2019

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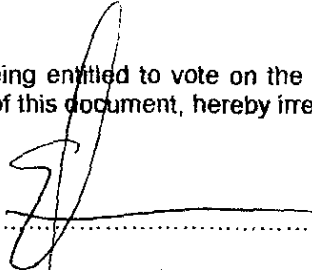
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SIGNED:



PRINT NAME:

E. A. MARTIN

DATE:

10th May 2019

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**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

**MEMORANDUM AND
ARTICLES OF ASSOCIATION**

-OF-

DERBYSHIRE AND LANCASHIRE GLIDING CLUB LIMITED

**COMPANY NUMBER: 00468190
INCORPORATED ON 7 MAY 1949**

REGISTERED OFFICE:

**CAMP HILL
GREAT HUCKLOW
NEAR TIDESWELL
DERBYSHIRE
SK17 8RQ**

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

-OF-

DERBYSHIRE AND LANCASHIRE GLIDING CLUB LIMITED

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company

Name of each subscriber

Authentication by subscriber

Cyril Addy Kaye

Bernard Thomas

Dated: 28 March 1949

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

DERBYSHIRE AND LANCASHIRE GLIDING CLUB LIMITED

1. Objects

The Objects of the Club are specifically restricted to the following:

- 1.1 the promotion of community participation in healthy recreation by the provision of facilities for the practise of the amateur sport of gliding;
- 1.2 to promote and encourage the development of the science of the amateur sport of gliding; and
- 1.3 to do all such things as may be conducive to the encouragement and development of the amateur sport of gliding.

2. Powers

The Club has the following powers, which may be exercised only in promoting the Objects:

- 2.1 to provide social facilities incidental to the sporting purposes of the Club;
- 2.2 to train and educate Members in the amateur sport of gliding;
- 2.3 to provide advice or information;
- 2.4 to carry out research;
- 2.5 to co-operate with, support, administer or set up other bodies;
- 2.6 to accept gifts and to raise funds;
- 2.7 to borrow money;
- 2.8 to give security for loans or other obligations;
- 2.9 to acquire or hire property of any kind;
- 2.10 to let or dispose of property of any kind;
- 2.11 to set aside funds for special purposes or as reserves against future expenditure;
- 2.12 to deposit or invest its funds in any manner (but to invest only after obtaining such advice from a financial expert as the Committee Members consider necessary and having regard to the suitability of investments and the need for diversification);
- 2.13 to delegate the management of investments to a financial expert, but only on terms that:

- 2.13.1 the investment policy is set down in writing for the financial expert by the Committee;
- 2.13.2 timely reports of all transactions are provided to the Committee;
- 2.13.3 the performance of the investments is reviewed regularly with the Committee;
- 2.13.4 the Committee are entitled to cancel the delegation arrangement at any time;
- 2.13.5 the investment policy and the delegation arrangement are reviewed at least once a year;
- 2.13.6 all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Committee on receipt of the financial expert's invoice; and
- 2.13.7 the financial expert must not do anything outside the powers of the Club;
- 2.14 to insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 2.15 subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.16 to enter into contracts to provide services to or on behalf of other bodies;
- 2.17 to establish or acquire subsidiary companies;
- 2.18 to amend the Articles of Association in accordance with the Companies Act;
- 2.19 to do anything else within the law which promotes or helps to promote the Objects.

3. The Committee Members / Committee

- 3.1 The Committee Members have control of the Club and its property and funds. The Committee Members shall collectively be described as "the Committee".
- 3.2 The Committee shall consist of no less than five Flying Members, all aged at least 16 years, appointed or elected in accordance with Articles 3.2.1, 3.2.2 and 3.2.3:
 - 3.2.1 no less than five but up to eight Flying Members elected by the Flying Members at the AGM;
 - 3.2.2 up to three Flying Members appointed by the Committee from time to time provided that any such Committee Member shall hold office until the next AGM;
 - 3.2.3 the Honorary Officers appointed by the Committee from time to time in accordance with Article 5.1 and confirmed by the Committee as Committee Members. An Honorary Officer shall hold office as a Committee Member until the earlier of his or her removal as a Committee Member by the Committee or such time as he or she ceases to be an Honorary Officer.
- 3.3 All of the Committee Members elected or appointed under Articles 3.2.1 and 3.2.2 must retire at each AGM. For the avoidance of doubt, this Article 3.3 shall not apply to the Committee Members appointed under Article 3.2.3.
- 3.4 A retiring Committee Member who is eligible may be reappointed or re-elected.
- 3.5 A Committee Member's term of office as such automatically terminates if he / she:
 - 3.5.1 is disqualified in law from holding office as a company director;
 - 3.5.2 is incapable, whether mentally or physically, of managing his / her own affairs;
 - 3.5.3 is absent without permission from three consecutive meetings of the Committee and is asked by a majority of the other Committee Members to resign;

- 3.5.4 resigns by written notice to the Committee;
 - 3.5.5 ceases to be a Flying Member;
 - 3.5.6 is removed by a resolution of the Committee Members present and voting at a meeting of the Committee but only after the meeting has invited the views of the Committee Member concerned and considered the matter in the light of any such views; or
 - 3.5.7 is removed by the Flying Members at a general meeting under the Companies Act.
- 3.6 A technical defect in the appointment of a Committee Member of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

4. Committee proceedings

- 4.1 The Committee must hold at least four meetings each year.
- 4.2 A quorum at a meeting of the Committee is at least half of the Committee Members in office, rounded up to the nearest full number.
- 4.3 A meeting of the Committee may be held either in person or by suitable electronic means agreed by the Committee in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 4.4 The Chair or (if the Chair is unable or unwilling to do so) some other Committee Member chosen by the Committee Members present presides at each meeting.
- 4.5 Any issue may be determined either by a simple majority of the votes cast at a meeting or a resolution in writing sent to and agreed by a majority of two thirds (rounded up to the nearest whole) of the Committee Members entitled to receive notice of a meeting (other than any Conflicted Committee Member who has not been authorised to vote). A resolution in writing is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6 Every Committee Member has one vote on each issue but, in case of equality of votes, the chair of the meeting has a second or casting vote.
- 4.7 A procedural defect of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

5. Committee powers

The Committee has the following powers in the management of the Club:

- 5.1 To appoint (and remove) a Chair, a President, one or more Vice Presidents, an Honorary Secretary, an Honorary Treasurer and an Honorary Chief Flying Instructor from among the Flying Members but, for the avoidance of doubt, the Chair must be a Committee Member appointed from within its number.
- 5.2 To delegate any of their functions to sub-committees consisting of two or more individuals appointed by them. At least one member of every sub-committee must be a Committee Member and all proceedings of sub-committees must be reported promptly to the Committee.
- 5.3 To make and vary:
 - 5.3.1 rules consistent with the Memorandum, the Articles and the Companies Act to govern Committee proceedings and proceedings of sub-committees;

5.3.2 regulations consistent with the Memorandum, the Articles and the Companies Act to govern the management and administration of the Club and the use of its seal (if any);

5.3.3 standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings

Provided that any such rules, regulations or standing orders are submitted to the next general meeting for ratification by the Flying Members.

5.4 To establish procedures to assist the resolution of disputes or differences within the Club.

5.5 To exercise any powers of the Club which are not reserved to the Members.

6. Benefits and Conflicts

6.1 The property and funds of the Club must be used only for promoting the Objects and do not belong to the Members but:

6.1.1 Members, Committee Members and Connected Persons may be paid interest at a reasonable rate on money lent to the Club;

6.1.2 Members, Committee Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Club; and

6.1.3 Members, Committee Members and Connected Persons may receive benefits on the same terms as any other members of the beneficial class.

6.2 A Committee Member must not receive any payment of money or other material benefit (whether directly or indirectly) from the Club except:

6.2.1 as mentioned in Articles 6.1 or 6.3;

6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Club;

6.2.3 the benefit of indemnity insurance;

6.2.4 an indemnity in respect of any liabilities properly incurred in running the Club (including the costs of a successful defence to criminal proceedings).

6.3 No Committee Member or Connected Person may be employed by the Club.

6.4 Any Committee Member who becomes a Conflicted Committee Member in relation to any matter must:

6.4.1 declare the nature and extent of his / her interest before discussion begins on the matter;

6.4.2 withdraw from the meeting for that item after providing any information requested by the Committee Members;

6.4.3 not be counted in the quorum for that part of the meeting; and

6.4.4 be absent during the vote and have no vote on the matter.

7. Records and Accounts

7.1 The Committee must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

7.1.1 annual returns;

7.1.2 annual reports; and

7.1.3 annual statements of account.

- 7.2 The Committee must also keep written records of:
- 7.2.1 all proceedings at meetings of the Committee;
 - 7.2.2 all resolutions in writing;
 - 7.2.3 all reports of sub-committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Club must be made available for inspection by any Committee Member and may be made available for inspection by Flying Members who are not Committee Members if the Committee so decides.
- 7.4 On request by any Committee Member, a copy of the Club's constitution and latest available statement of account must be supplied.

8. Membership

- 8.1 Membership of the Club shall be open to anyone interested in the sport of gliding, regardless of sex, age, disability, ethnicity, nationality, sexual orientation, religion or other beliefs.
- 8.2 No person shall be admitted to Flying Membership or any other class specified by the Rules unless approved by the Committee.
- 8.3 The Club may have different classes of Membership and subscription on a non-discriminatory and fair basis. Subject to any contrary determination by the Committee, Membership of the Club shall consist of Flying Members and other classes of Membership recognised in accordance with Article 8.4.
- 8.4 The Committee may recognise any other classes of Membership and set out their respective rights and obligations in rules.
- 8.5 The Committee may, at its discretion, bestow Honorary Membership on any individual. The rights and obligations of Honorary Members shall be set out by the Committee in rules.
- 8.6 The Club must maintain a Register of Members.

9. Flying Members

- 9.1 Flying Membership is available to persons participating (if they wish) as pilots in gliding.
- 9.2 Flying Members can be elected as Life Flying Members if the Committee determines that this is appropriate and upon the payment of any special subscription fixed by the Committee.
- 9.3 Flying Members are the only Members of the Club for the purposes of the Companies Act.

10. Applications for Membership and subscription fees

- 10.1 The form and the procedure for applying for Membership or renewing Membership is to be prescribed by the Committee.
- 10.2 The Committee may refuse Membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute. The Committee may establish rules to govern issues concerning the conduct, discipline, removal and any appeals by Members.
- 10.3 The Committee may fix from time to time subscription fees, entrance fees, flying fees

and any other charges provided that the Club will keep some subscriptions at levels that will not pose a significant obstacle to people participating.

10.4 Membership is not transferable.

11. General Meetings

11.1 Flying Members are entitled to attend and speak at general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Honorary Secretary before the commencement of the meeting).

11.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

11.3 There is a quorum at a general meeting if the number of Flying Members present in person or by proxy is at least twenty Flying Members or 20% of the total number of Flying Members, whichever is the lower number.

11.4 The Chair or (if the Chair is unable or unwilling to do so) some other Committee Member chosen by the Committee Members present presides at each meeting.

11.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.

11.6 Every Flying Member present in person or by proxy has one vote on each issue.

11.7 Subject to Article 11.9, a resolution in writing agreed by the appropriate majority of Flying Members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible Flying Member (including in electronic form) and the appropriate majority of Flying Members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 day beginning with the circulation date. A resolution in writing may comprise several copies to which one or more Flying Members have signified their agreement.

11.8 In Article 11.7, the "appropriate majority" is:

11.8.1 in the case of an ordinary resolution, a simple majority of the Flying Members;

11.8.2 in the case of a special resolution, 75% or more of the Flying Members.

11.9 The following may not be passed as a written resolution:

11.9.1 a resolution to remove a Committee Member before his or her period of office expires; and

11.9.2 a resolution to remove an auditor before his or her period of office expires.

11.10 The Club must hold an AGM in every year as soon as possible after 30 September. Flying Members must annually at the AGM:

11.10.1 receive the accounts of the Club for the previous financial year;

11.10.2 receive a written report on the Club's activities;

11.10.3 be informed of the retirement of those Committee Members who wish to retire or who are retiring by rotation;

11.10.4 elect Committee Members in accordance with Article 3.2.1 to fill the vacancies arising;

11.10.5 appoint reporting accountants or auditors for the Club.

11.11 A general meeting may be called by the Committee Members at any time and must be called within 21 days of a written request from at least 10% of the Flying Members or (where no general meeting has been held within the last year) at least 5% of the Flying Members.

11.12 A technical defect in the appointment of a Flying Member of which the Flying Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

12. Limited Liability

The liability of Flying Members is limited.

13. Guarantee

Every Flying Member promises, if the Club is dissolved while he / she remains a Flying Member or within one year after he / she ceases to be a Flying Member, to pay up to £1 towards:

13.1 payment of those debts and liabilities of the Club incurred before he / she ceased to be a Flying Member;

13.2 payment of the costs, charges and expenses of winding up; and

13.3 the adjustment of rights of contributors among themselves.

14. Communications

14.1 Notices and other documents to be served on Members or Committee Members under the Articles or the Companies Act may be served:

14.1.1 by hand;

14.1.2 by post; or

14.1.3 by suitable electronic means.

14.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.

14.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

14.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;

14.3.2 two clear days after being sent by first class post to that address;

14.3.3 three clear days after being sent by second class or overseas post to that address;

14.3.4 immediately on being handed to the recipient personally; or, if earlier,

14.3.5 as soon as the recipient acknowledges actual receipt.

14.4 A technical defect in service of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

15. Dissolution

15.1 The Flying Members may vote to wind up the Club if not less than three quarters of those present and voting support that proposal at a properly convened general meeting.

15.2 The Committee will then be responsible for the orderly winding up of the Club's affairs, realising assets as appropriate.

15.3 After settling all liabilities of the Club, the Committee shall dispose of the net assets remaining to one or more of the following:

15.3.1 to another company with similar sports purposes which is a registered CASC and / or

15.3.2 to another company with similar sports purposes which is a registered charity and / or

15.3.3 to the company's governing body for use by them for related community sports.

16. Interpretation

16.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Club.

16.2 In the Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Club;

'the Articles' means the Club's Articles of Association and 'Article' refers to a particular Article;

'beneficial class' means any person benefiting from the Objects;

'CASC' means a community amateur sports club;

'Chair' means the chair of the Committee Members;

'the Club' means the company governed by the Articles;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'Committee' means the board of Committee Members;

'Committee Member' means a company director of the Club and "Committee Members" means the company directors;

'the Companies Act' means the Companies Act 2006;

'Conflicted Committee Member' means a Committee Member in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Committee Member or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Club, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Club;

'Connected Person' means, in relation to a Committee Member, a person with whom the Committee Member shares a common interest such that he / she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Committee Member's family or household or a person or body who is a business associate of the Committee Member, and (for the avoidance of doubt) does not include a company with which the Committee Member's only connection is an interest consisting of no more than 1% of the voting rights;

'constitution' means the Memorandum and the Articles and any special resolutions relating to them;

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'financial expert' means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

'financial year' means the Club's financial year;

'firm' includes a limited liability partnership;

'Flying Members' has the meaning set out in Article 9. For the avoidance of doubt, Flying Members are the only Members of the Club for the purposes of the Companies Act;

'indemnity insurance' means insurance against personal liability incurred by any Committee Member for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Committee Member concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

'material benefit' means a benefit, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to membership of the Club. For the avoidance of doubt, the only members of the Club for the purposes of the Companies Act are the Flying Members;

'Memorandum' means the Club's Memorandum of Association;

'month' means calendar month;

'ordinary resolution' means a resolution agreed by a simple majority of the Flying Members present and voting at a general meeting or in the case of a written resolution by Flying Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Club as defined in Article 1;

'Resolution in writing' means a written resolution of the Committee;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Flying Members present and voting at a general meeting or in the case of a written resolution by Flying Members who together hold 75% of the voting power;

'written' or 'in writing' refers to a legible document on paper or a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing and passed in accordance with the provisions of Chapter 2 of Part 13 of the Companies Act;

'year' means calendar year.

16.3 Expressions not otherwise defined which are defined in the Companies Act have the same meaning.

16.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.