

# **Aston Martin Owners Club Limited**

## **Articles of Association**

### **1. Definitions**

In these Articles:

“The Act” means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

“The Club Financial Year” shall be determined by the Executive from time to time.

“The Company” and “The Club” in each case means the Aston Martin Owners Club Limited.

“Director” means a Director of the Company.

“The Executive” means the Executive Committee of the Club as referred to in Article 8.1.

“The List of Members” means the List of Members and their addresses, including the email address specified by each Member, and which list is held by the Club.

“Officers” in relation to the Executive means Voting Members of the Club appointed to the Executive in accordance with the provisions of Article 8.13.

“Overseas” means any country other than the United Kingdom.

“The Registered Office” of the Club means The Barn, Drayton St. Leonard, Wallingford, Oxfordshire, OX10 7BG

“The Seal” means the common seal of the Club.

“Secretary” means the Club Secretary appointed by the Executive.

“The United Kingdom” means the United Kingdom of Great Britain and Northern Ireland and includes England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Island.

“Voting Member” means a Member specified as such in Article 3 below.

“Voting Member of the Executive” means a Director referred to in Article 8.1.

Unless the context otherwise requires, words or expressions used in these Articles shall bear the same meaning as in the Act.

The masculine gender shall include the feminine gender and, unless the context otherwise requires, the singular shall include the plural and vice versa.

## **2. Membership**

- 2.1 Those persons who are Members at the date of the adoption of these Articles and such other persons as are admitted to membership in accordance with these Articles thereafter shall be Members as provided for in Article 3 below.
- 2.2 Any person wishing to be admitted as a Member of the Club shall lodge with the Club at its Registered Office a fully completed Application for Membership as annexed hereto and marked as **Schedule 1**. Such person shall also arrange to pay to the Club in respect thereof the entrance fee if any and together with the first years annual subscription relevant to the membership type sought.
- 2.3 The Executive may, within the period of 21 days from the receipt by the Club of a completed application form and payment as referred to in the preceding sub-Article, and in its unfettered discretion, reject such application and arrange for the return to the applicant of any moneys paid in respect of it.
- 2.4 The privileges of a Member shall not be transferable. They shall cease on the death of the Member or in the circumstances set out in Article 4 below.
- 2.5 On the death of a Family Member the surviving Member may continue without further membership fee for the remainder of the Club Financial Year in which the Member died. The surviving Member may thereafter continue as a Member subject to payment of the annual subscription for his or her preferred class of membership.

2.6 Any annual subscriptions and entrance fee payable by Members shall be in such amounts as the Executive may from time to time determine. All annual subscriptions shall be due and payable on such date as the Executive may from time to time prescribe.

### **3. Classes of Membership**

3.1 **Member.** Sole adult membership. Voting Member.

3.2 **Family Member.** Provides for two (2) adult Members sharing a household at the same address. Each a Voting Member.

3.3 **Student Member.** Sole membership available up to the age of twenty three ( 23 ) for persons who are in full time education at the renewal date. Non voting Member.

3.4 **Founder Member.** Person who was a Member at the re-formation of the Club on 17 March 1948. Voting Member.

3.5 **Life Member.** Person paying a once only fee in an amount determined by the Executive from time to time. Voting Member.

3.6 **Honorary Life Member.** Person elected for life by the Executive for exemplary service to the Club, and whether already a Member or not. No further membership fee shall be payable by a person so elected. Voting Member.

3.7 **Senior Member.** A person who is over the age of sixty five years (65) and who has been a Member for at least thirty ( 30) continuous years. Such a Member is entitled to a discount of 25 per cent (25%) of the relevant annual subscription for a sole adult membership. Voting Member.

3.8 **Volunteer Member.** Annual membership offered for twelve (12) months at no fee to a person appointed to that position at the sole discretion of the Competitions Director, and where such person has officiated at such number of Club race, sprint, hill climb and rally meetings as may from time to time be determined by such Director. Non voting Member.

3.9 **Emeritus Member.** A form of membership bestowed and terminable at the absolute discretion of the Executive without payment of a fee Non voting Member.

- 3.10 The Executive may at any time increase, diminish or waive the qualifications of any membership or of any classes of membership for such period as the Executive may think fit.

#### **4. Cessation of Membership**

- 4.1 Any Member wishing to resign his membership of the Club shall inform the Secretary in writing of his decision.

- 4.2 A Member whose annual subscription is unpaid for three (3) months after the due date shall cease to be a Member and shall forfeit all rights in and claims upon the Club and its property but may be reinstated at the discretion of the Executive.

#### **5. Meetings**

- 5.1 The Club may provide for any person eligible to take part in any meeting provided for in these Articles to do so by using any technology that allows for clear and simultaneous communication with each other participating person

- 5.2 A Member who participates in a meeting in a manner permitted under the preceding Article is taken to be present at the meeting.

- 5.3 The Club may hold General Meetings as follows:

- 5.3.1 In each year the Club shall hold a General Meeting as its Annual General Meeting at such time and place as may be determined by the Executive. Not more than fifteen (15) months shall elapse between the date of one Annual General Meeting and the next following. The Ordinary business of the Annual General Meeting shall be as follows:

- 5.3.2 To announce at the commencement thereof the result of the election referred to in Article 8.7 below.

- 5.3.3 To confirm the Minutes of the last preceding Annual General Meeting and of any General Meetings held since that Meeting.

- 5.3.4 To receive from the Executive, the Auditor and the servants of the Club reports on the transactions of the Club during the last preceding financial year.
- 5.3.5 To appoint the Auditor and determine his remuneration.
- 5.3.6 To transact other business at the discretion of the Chairman.
- 5.4 The Club may otherwise hold General Meetings as may be determined by the Executive or as may be requisitioned by Members as provided hereunder.
- 5.5 For the calling of a General Meeting at least twenty -eight (28) days' notice specifying the place, the day and the hour of the meeting and the nature of such business to be transacted thereat shall be given to all Members.
- 5.6 Any one hundred (100) Voting Members together with not less than three (3 ) Directors may requisition the Executive in writing to call a General Meeting by lodging such requisition with the Secretary.
  - 5.6.1 Any such requisition shall include a statement by the requisitioners of the nature of such business as is to be transacted at the requisitioned meeting.
  - 5.6.2 Upon receipt by the Secretary of a requisition the Executive must call a General Meeting in accordance with the provisions of Article 5. 5 to be held within a period of thirty-five (35) days.
- 5.7 Every notice calling a General Meeting shall contain a prominent statement that a Voting Member is entitled to appoint a proxy to attend and vote in his place provide d that the Member and the proxy are, as at the date of the holding of such General Meeting or any adjournment thereof, fully paid up Voting Members.
- 6. **Voting other than in elections**
  - 6.1 The instrument appointing a proxy must be completed in the form of **Schedule 2** hereto and be lodged at the Registered Office of the Club at least forty eight ( 48) hours before the commencement of the meeting to which it relates.

6.2 Spoilt or altered proxy forms may be discarded at the discretion of the Executive.

6.3 A Voting Member may exercise one (1) personal vote in respect of each matter put at a General Meeting for determination save that a Voting Member appointed a proxy may in addition thereto exercise up to two (2) proxy votes

## **7. Proceedings at General Meetings**

7.1 No business shall be transacted at any General Meeting unless a quorum is present. The quorum shall be fifty ( 50) Voting Members.

7.2 If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting if convened on the requisition of Members pursuant to Article 5.3.1 shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same place and time or at such other place as the Chairman of the meeting shall appoint. If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the holding of the meeting the Members present shall, notwithstanding Article 7.1, constitute a quorum.

7.3 The President of the Club or in his absence the Chairman of the Executive or in their absence the Deputy Chairman of the Executive; or in the absence of each of the aforementioned Members a Director present and chosen by a show of hands by Voting Members present shall preside as Chairman at any General Meeting of the Club.

7.4 With the consent of any General Meeting first obtained, the Chairman of the meeting may adjourn the meeting but only to a specific time and place as the meeting shall determine. No notice need be given of an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the Meeting at which the adjournment took place.

7.5 At any General Meeting a resolution put to a vote of the meeting shall be decided in such manner as the Chairman may determine

7.6 A declaration by the Chairman of a General Meeting as to the result of the putting of a motion to a vote shall, in the absence of any immediate dissention thereto by a majority of those present at such meeting, be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.

7.7 In the case of an equality of votes, the Chairman of the meeting shall be entitled to a second or casting vote.

## **8. Executive**

8.1 The Club shall be managed by an Executive Committee which shall consist of seven (7) Directors elected thereto each of whom shall be a Voting Member of the Executive, and up to seven (7) Officers.

8.2 Voting Members shall, by nominating for election to the Executive, or by agreeing to appointment to such position, consent to their appointment in that capacity for the duration of their election to the Executive and agree to resign as a Director of the Club and deliver to the Club a signed letter of resignation from that position within two (2) business days of ceasing to be a Voting Member of the Executive.

8.3 At meetings of the Executive only Directors shall be entitled to vote and each Director shall have one (1) vote each except in the case of an equality of votes when the Chairman of the meeting shall be entitled to a second or casting vote.

8.4 Voting Members may be nominated as provided herein for election to one or more of the following seven (7) positions:

Chairman  
Finance Director (Treasurer)  
Membership Director  
Communications Director  
Events Director  
International Director  
Club Development Director

8.5 Such nominations shall be in the form of **Schedule 3** hereto, shall be completed and shall be lodged with the Registered Office of the Club within no less than fourteen (14) days from

the date and time of the holding of the next meeting the Agenda for which includes an election of one (1) or more Directors to the Executive.

- 8.6 If the number of such nominations in any election exceeds the number of vacancies an election shall be held by ballot and ballot papers shall be sent to all Voting Members.
- 8.7 Each Voting Member who wishes to vote in an election must sign and return the ballot paper to the Registered Office of the Club not later than seventy-two ( 72) hours prior to the commencement of the meeting referred to in Article 8.5 above. The votes shall be counted by two (2 ) scrutineers neither of whom is a candidate in the election nor an employee of the Club and who must be appointed by the Executive in writing at the time of the determining by the Executive of any meeting pursuant to Article 5.1.2 and which is referred to in Article 8.5.
- 8.8.1 The result of the election referred to in the preceding sub-Article must be announced at the commencement of the meeting at which the election is an Agenda item.
- 8.8.2 In the event of there being no elected Directors for the purposes of Article 8.1, the members of the CoM as last constituted prior to the filing of these Articles may appoint such Directors by such method as they at their discretion may consider appropriate and such Directors so appointed may continue as Directors for the purposes of Article 8.1 but for no more than a period of ninety (90 ) days from their appointment.
- 8.9 At the first meeting of Directors following their election at an Annual General Meeting or the first meeting following four (4) or more Directors having been elected or appointed, the Directors must appoint from amongst their number the Deputy Chairman of the Executive provided that no person who has previously served in that position is eligible to be appointed thereto for more than three consecutive years.
- 8.10 Directors must appoint an eligible Voting Member to fill any casual vacancy in their number. Subject to the provisions herein any person so appointed shall retain that office for so long as the Director in whose place he is appointed would have held the same.



- 8.11 Subject to the following, a Director shall retain his office until the dissolution or adjournment of the meeting at which his successor is elected.
- 8.12 The office of a Director is vacated if:
- 8.12.1 The Director ceases to be a Voting Member; or
  - 8.12.2 the Director resigns his office by notice in writing sent to the Secretary; or
  - 8.12.3 the Director becomes bankrupt; or
  - 8.12.4 the Director makes any arrangement or composition with his creditors; or
  - 8.12.5 5 the Director is absent from two (2 ) successive meetings of the Executive without special leave of the Executive for good cause and the Executive resolving that his office be vacated; or
  - 8.12.6 the Member ceases to be a member of the Executive by reason of the provisions of these Articles or any order made under any provision of an Act or is removed therefrom by more than fifty (50 ) per cent of Voting Members voting at a General Meeting as provided for herein.
- 8.13 The Executive shall, in addition, consist of up to seven (7) Members who are Voting Members as specified in Article 3 as Officers. Forthwith upon the conclusion of each Annual General Meeting or such meeting as is referred to in Article 8.9 Directors shall appoint such Officers.
- 8.14 The Officers shall be appointed to the following positions:
- President
  - Vice Presidents (numbering no more than 4)
  - Club Manager
  - Club Secretary
- 8.15 Membership of the Executive as an Officer shall be vacated upon:
- 8.15.1 the Member ceasing to be a Voting Member; or

- 8.15.2 the Member resigning his office by notice in writing lodged with the Registered Office of the Club; or
- 8.15.3 the Member becoming bankrupt or making an arrangement or composition with his creditors; or
- 8.15.4 the Member being absent from two (2) success meetings of the Executive without special leave of the Executive for good cause and the Executive resolving that his office be vacated; or
- 8.15.5 the Member ceasing to be a Member of the Executive by virtue of or becoming prohibited from being a Member of the Executive by reason of any order made under any provision of any Act.
- 8.16 Directors may at any time appoint a Voting Member to fill a casual vacancy in respect of the appointments referred to in Article 8.14.
- 8.17.1 The Executive may appoint Voting Members to the following sub- committees however defined and delegate thereto such powers as it thinks fit and may recall or revoke any such formation or delegation in its unfettered discretion. A Director shall be ex officio Chairman of any such sub-committee.
- Chairman  
Finance Director (Treasurer)  
Membership Director  
Communications Director  
Events Director  
International Director  
Club Development Director
- 8.17.2 The Executive may form such additional sub -committees as it thinks fit and delegate thereto such of its powers as it thinks fit; and may recall or revoke any such formation or delegation in its unfettered discretion.
- 8.18 Members of sub- committees need not be Members of the Executive.
- 8.19 Unless otherwise determined by a majority of Directors, a Chairman of a sub- committee may co- opt additional Members thereto and may alter the membership of any sub-committee

in either case following fourteen (14) days written notice to the Executive.

- 8.20 Sub-committees shall conduct their business in accordance with the Articles of Association and Bye-Laws of the Club.

## **9. Proceedings the Executive**

- 9.1 The Executive may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. A quorum shall be seven (7 ), of whom no less than three (3 ) shall be Directors. Questions arising at any meeting shall be decided by a majority of the votes of Directors. In the case of an equality of votes the Chairman shall have a second or casting vote.
- 9.2 At least four (4 ) clear days notice of meetings of the Executive must be given to all members of the Executive. Such notice may be provided by forwarding it to the email address provided by each Member in the List of Members.
- 9.3 Upon the written request of any five (5) Members of the Executive lodged with the Secretary the Directors must summon a meeting of the Executive within seven (7) days.
- 9.4 The President of the Club shall preside at all meetings of the Executive or in his absence the Chairman of the Executive or in their absence the Deputy Chairman of the Executive and failing the presence of all of the above, the Directors shall elect one of their number who is present to be the Chairman of the meeting.
- 9.5 A meeting of the Members of the Executive for the time being at which a quorum is present shall be competent to exercise all the authorities, powers and discretions of the Club for the time being vested in the Executive generally.
- 9.6 Members of such sub-committees need not be Members of the Executive, save that the Chairman of each sub-committee shall be a Member of the Executive and shall be appointed by the Executive.
- 9.7 Unless otherwise determined by the Executive, the Chairman of a sub-committee shall have the power to co-opt Members

thereto, save that the Executive may alter the membership of any sub-committee at any time.

- 9.8.1 The Executive shall cause proper minutes to be made of the proceedings of all meetings of the Club and of the Executive and of all sub-committees. Minutes of all Executive meetings signed by the Chairman thereof or by the Chairman of the next succeeding meeting and which include the names of those Directors voting in respect of any motion and the effect of such vote shall be conclusive evidence without further proof of the facts therein stated.
- 9.8.2 The Chairman shall cause to be distributed to all Members of the Executive the minutes of each Meeting of the Executive and must do so within fourteen (14) days of the date of each such meeting.
- 9.8.3 The Chairman shall within thirty ( 30) days of each meeting of the Executive provide to the Communications Director an accurate precis of the business transacted at each meeting of the Executive with such redaction if any as is agreed to jointly by the Chairman and the Deputy Chairman of the Club.
- 9.9 A resolution in writing signed by all of the Directors or of all the Members of a sub-committee shall be as valid and as effectual as if it had been passed at a meeting of the Executive or of such sub-committee duly convened and constituted.
- 9.10 Each sub- committee shall annually appoint one (1 ) Member thereof to provide to the Finance Director an annual budget for that sub-committee and review it from time to time as necessary.
- 9.11 All acts bona fide done by any meeting of the Executive or of any sub-committee or by any person acting as a Member of the Executive shall, notwithstanding it be afterwards discovered that there was some defect in the appointment 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 and was qualified to be a Member of the Executive.

9.12 The Executive shall have the power from time to time to make, alter and repeal all such Bye - Laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Club and shall adopt such means as it deems sufficient to bring to the notice of Members all such Bye-Laws, alterations and repeals. Such Bye Laws as shall be in force shall be binding on all Members.

9.13 Any Bye-Law may be set aside by resolution of no less than 60% of those voting at a General Meeting of the Club.

## **10 Disciplinary Action**

10.1 The Club may take disciplinary action against a Member in accordance with this Article if it is determined that the Member:

10.1.1 has failed to comply with these Articles; or

10.1.2 refuses to support the purposes of the Club or

10.1.3 has engaged in conduct prejudicial to the Club.

10.2 If the Executive is satisfied that there are sufficient grounds for taking disciplinary action against a Member, the Executive must appoint a disciplinary sub- committee to hear the matter and determine what action, if any, to take against the Member.

10.3 The members of the disciplinary sub-committee:

10.3.1 may be Executive Members, Members of the Club or other nominated person; but

10.3.2 must not be biased against, or in favour of, the Member concerned; and

10.3.3 must be and remain five (5) in number;

10.3.4 must appoint from amongst themselves a convenor;

10.3.5 must advise the Executive of the time and date and place of any meeting of the disciplinary sub -committee for the purposes set out below.

10.4 Before a disciplinary sub-committee meets, the Secretary must give written notice to the Member:

- 10.4.1 stating that the Executive proposes to appoint or has appointed a disciplinary sub-committee;
- 10.4.2 stating the grounds for the proposed disciplinary action;
- 10.4.3 specifying the date, place and time of the meeting at which the disciplinary sub-committee intends to consider any disciplinary action (the *disciplinary meeting*);
- 10.4.4 advising the Member that he may do one or both of the following, namely attend the disciplinary meeting in person or by electronic means and there and then address the disciplinary sub-committee; and give a written statement to the disciplinary sub-committee at any time before the disciplinary meeting; and
- 10.4.5 setting out the Member's appeal rights under Article 10.9
- 10.5 The written notice referred to in Article 10.4 must be given no earlier than twenty-eight (28) days and no later than fourteen (14) days, before the disciplinary meeting.
- 10.6 At the disciplinary meeting the Member must be given an opportunity to be heard; and any written statement submitted by the Member must be considered.
- 10.7 Following compliance with Article 10.6 the disciplinary sub-committee may determine to take no further action against the Member; or to reprimand the Member; or to suspend the membership rights of the Member for a specified period; or to expel the Member from the Club.
- 10.8 Any suspension or expulsion of a Member determined at a disciplinary meeting takes effect immediately upon service of notice thereof upon the Member.
- 10.9 A person whose membership rights have been suspended or who has been expelled from the Club under Article 10.7 may give notice to that he wishes to appeal.
- 10.10 The notice must be in writing and lodged with the Secretary not later than 72 hours after receipt by that person of advice of the determination of the disciplinary meeting.
- 10.11 If a person has given notice under Article 10.9, a disciplinary appeal meeting must be convened by the Executive as soon as practicable but notwithstanding any other provision in these Articles not later than thirty five (35) days after the notice is received.
- 10.12 Notice of the disciplinary appeal meeting must be given to each Voting Member of the Club as soon as practicable and

must specify the date, time and place of the meeting and state:

- 10.12.1 the name of the person against whom the disciplinary action has been taken; and
  - 10.12.2 the grounds for taking that action; and
  - 10.12.3 that at the disciplinary appeal meeting Voting Members may vote on whether the decision to suspend or expel the person should be upheld or revoked.
- 10.13 At a disciplinary appeal meeting:
- 10.13.1 1 no business other than the question of the appeal may be conducted; and
  - 10.13.2 the Executive must state the grounds for suspending or expelling the Member and the reasons for taking that action; and
  - 10.13.3 the person whose membership has been suspended or who has been expelled must be given an opportunity to be heard.
- 10.14 At a disciplinary appeal meeting the Voting Members may vote by secret ballot on the question of whether the decision to suspend or expel the person should be upheld or revoked. No Member may vote by proxy at such meeting.
- 10.15 The decision is upheld if not less than three quarters of the Members voting at the meeting vote in favour of the decision.

## **11. Redress of Grievance**

- 11.1 The grievance procedure set out hereunder applies to disputes under these Articles between—
- 11.1.1 a Member and another Member;
  - 11.1.2 a Member and a Member of the Executive;
  - 11.1.3 a Member and the Club.
- 11.2 A Member must not initiate a grievance procedure in relation to a matter that is the subject of a disciplinary procedure until the disciplinary procedure has been completed.
- 11.3 The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute having come to the attention of each party.

11.4 If the parties to a dispute are unable to resolve the dispute between themselves within the time required by the preceding Article, the parties must, within 10 days—

11.4.1 notify the Executive of the dispute; and

11.4.2 agree to or request the appointment of a mediator; and

11.4.3 attempt in good faith to settle the dispute by mediation.

11.5 The mediator must be:

11.5.1 a person chosen by agreement between the parties; or

11.5.2 in the absence of agreement if the dispute is between a Member and another Member, a person appointed by the Executive; or

11.5.3 if the dispute is between a Member and a Member of the Executive or the Club, a person appointed with the agreement of the President and Chairman and Deputy Chairman of the Club.

11.6 Any mediator appointed pursuant to Article 11.4.2 may be a Member or former Member of the Club but in any case must not be a person who has a personal interest in the dispute ; or is biased in favour of or against any party.

11.7 The mediator to the dispute, in conducting the mediation, must:

11.7.1 give each party every opportunity to be heard; and

11.7.2 allow due consideration by all parties of any written statement submitted by any party; and

11.7.3 ensure that natural justice is accorded to the parties throughout the mediation process.

11.8 The mediator must not determine the dispute.

11.9 If the mediation process does not resolve the dispute, the parties may seek to resolve the dispute by seeking the appointment by the Executive of a single Arbitrator for final arbitration. Such single Arbitrator must not be biased against or in favour of any party involved in such arbitration.

## **12. Employees of the Club**



The Executive shall be entitled to engage such employees as it shall consider necessary in connection with the business of the Club and to pay reasonable salaries or remuneration to the same as it may think fit. Provided that no employee shall be a Director of the Club.

### **13. Seal**

The Executive shall provide safe custody of the Seal which shall not be affixed to any instrument until it has been approved by the Executive. The Seal shall be affixed in the presence of two (2) Directors.

### **14. Accounts**

14.1 The Executive shall cause accounting records to be kept in accordance with section 221 of the Companies Act 1985 detailing all sums of money received or expended by the Club and the matters in respect of which receipts and expenditure take place and all sales and purchases of goods and services by the Club and the assets and the liabilities of the Club.

14.2 The books of account in paper and or electronic form shall be kept at the Registered office of the Club or at such place or places as the Executive shall think fit and shall always be open to the inspection of the Members of the Executive.

14.3 At least once in each financial year the Executive shall:

14.3.1 Publish an income and expenditure account for the period since the last preceding account made up to a date no more than four (4) months before the date of publication together with a balance sheet made up at the same date ("the Accounts") and

14.3.2 Lay the Accounts before the Club in General Meeting not more than (2) months following the date of publication. Every such balance sheet shall be accompanied by a report of the Executive and a report of the Auditors and a copy of the Accounts including any other document required by law shall, at least twenty one (21) days before the meeting, be sent to all persons entitled to receive notice of General Meetings in the

manner in which notices are hereinafter directed to be served.

- 14.4 The Executive may from time to time make provision for the inspection by Members of the Club's accounting records at the Registered office of the Club at a reasonable time during business hours.
- 14.5 Once in every year the Accounts of the Club shall be independently audited and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
- 14.6 The Auditors shall be appointed at each Annual General Meeting and their duties regulated in accordance with the Act.

## **15. Indemnity**

- 15.1 Subject to the provision of the Act but without prejudice to any indemnity to which a Member of the Executive may otherwise be entitled, every Member of the Executive and other Officer of the Club shall be indemnified out of the assets of the Club against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Club, subject to the approval of the Executive.
- 15.2 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:
- 15.2.1 payment of the Club's debts and liabilities contracted before he ceases to be a Member;
- 15.2.2 payment of the costs, charges and expenses of the winding up; and
- 15.2.3 adjustment of the rights of the contributories among themselves.

## **16. Notices**

- 16.1 A notice may be served by the Club upon any Member either personally or by sending it through the post in a prepaid letter, address to such Member at his address as it appears in the List of Members or alternatively forwarded by email to the email address nominated by the Member for inclusion in the List of Members.
- 16.2. Any notice if served by post shall be deemed to have been served on the seventh 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 as a prepaid letter.
- 16.3 Any notice forwarded to an email address specified by a Member in the List of Members shall be deemed to have been served at the expiration of forty-eight (48) hours from the date and time of such forwarding.

## **17 Model articles**

The model articles for private companies limited by guarantee contained in schedule 2 of the Companies ( Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Club.

***Attached:***

***Schedule 1 - Application for Membership***

***Schedule 2 – Proxy***

***Schedule 3 – Nomination for election as Director***

**SCHEDULE 1**

**ASTON MARTIN OWNERS CLUB LIMITED**  
**APPLICATION FOR MEMBERSHIP**

I..... (FULL NAME)

of .....  
(ADDRESS)

hereby apply to become a Member of the above Club.

Type of Membership sought (as ticked):

- Member
- Family Member
- Student Member
- Founder Member
- Life Member
- Honorary Life Member
- Senior Member
- Volunteer Member
- Emeritus Member

*(See Article 3 of the Articles of Association)*

My email address for communications with and from the Club is:

..... (EMAIL ADDRESS)

I agree to pay to the Club the entrance fee and the first years annual subscription in the amounts below.

I presently own the following Aston Martins (not mandatory)

.....  
.....

As a Member of the Club I agree to be bound by its Articles of Association and Bye-Laws.

Signed: .....(Signature)

DATED this ..... day of ..... 20.....

**SCHEDULE 2**

**ASTON MARTIN OWNERS CLUB LIMITED**  
**PROXY**

I..... (FULL NAME)

of .....  
(ADDRESS)

being a Voting Member ..... (MEMBERSHIP NUMBER)

HEREBY APPOINT ( *delete 1 or 2 below – whichever is inapplicable* ) :

1. The Chairman of the meeting,

OR

2. .... (FULL NAME)

of .....  
(ADDRESS)

being a Voting Member ..... (MEMBERSHIP NUMBER)

as my proxy to vote in my name and on my behalf at the General Meeting of the Club to be held on the ..... day of ..... 20..... and at any adjournment thereof.

Unless otherwise instructed by me in writing, the Proxy may vote as he/she thinks fit, or abstain from voting.

Signed:..... (Signature)

DATED this ..... day of ..... 20.....

**SCHEDULE 3**

**ASTON MARTIN OWNERS CLUB LIMITED**  
**NOMINATION FOR ELECTION AS DIRECTOR**

I ..... (FULL NAME)

of .....  
(ADDRESS)

being a Voting Member ..... (MEMBERSHIP NUMBER)

**AND**

I ..... (FULL NAME)

of .....  
(ADDRESS)

being a Voting Member ..... (MEMBERSHIP NUMBER)

TOGETHER NOMINATE: ..... (FULL NAME)

of .....  
(ADDRESS)

being a Voting Member ..... (MEMBERSHIP NUMBER)

for election to the following Directorship(s) as ticked:

- Chairman
- Finance Director (Treasurer)
- Membership Director
- Communications Director
- Events Director
- International Director
- Club Development Director

and I, the above Nominee, consent to my appointment as a Director and agree to comply with the provisions of Article 8.2 of the Articles of the Club.

Signed: .....  
(Signature of Nominee)

DATED this ..... day of ..... 20.....

*( This document shall be completed and lodged with the Registered Office of the Club within no less than fourteen ( 14 ) days from the date and time of the holding of the next meeting, the Agenda for which includes an election or one or more Directors)*