

**Memorandum
And
Articles
Of Association
of
TRICOLORE GREAT BRITAIN LIMITED**



THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
Of
TRICOLORE GREAT BRITAIN LIMITED

1. The Company's name is TRICOLORE GREAT BRITAIN LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) To carry on the business of a club and, in so doing, to promote by all proper means the use of motorcycles as a means of transport, and to further the interests of all DUCATI owners in Great Britain and specifically:
 - (i) To bring together like-minded enthusiasts in the marque DUCATI of any origin.
 - (ii) To foster friendship between club members and between this club and others.
 - (iii) To offer advice to members on any aspect of DUCATI for example running, maintenance, spare parts or the current situation on the production of DUCATI motorcycles.
 - (iv) To encourage members to adopt the habit of courteous motorcycling and to establish and maintain good relations between the club and the general public.
 - (v) To promote branches throughout the country.
 - (vi) To organise both a Northern and Southern Rally annually.
 - (vii) To liaise with spare parts manufacturers and dealers to further the supply of spare parts for all DUCATI models. Emphasis is placed on models no longer produced in order that they may remain roadworthy.
 - (viii) To produce a club magazine which is to be called DESMO and is to be published six times a year.
 - (ix) To obtain benefit for club members in the way of club discount and other means.
 - (x) The implementation of the aims and activities of the Club will at all times be at the discretion of the Committee who will take into account available resources and the financial viability of any such activity.
 - (b) To purchase or otherwise acquire plant, machinery, fixtures, fittings, scenery and all other effects of every description necessary or convenient or usually or normally used in connection with or for the purpose of all or any of the objects of the Company.
 - (c) To retain or employ managerial professional or technical advisers or workers of any description in connection with the objects of the Company and to pay reasonable and proper salaries or fees for their services.
 - (d) To purchase, take on lease or in exchange, hire or otherwise acquire and dispose of any real personal property and any rights or privileges which may be necessary or convenience for the promotion of the objects of the Company and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Company.
 - (e) To take any gift or property, whether subject to any special trust or not, for any one or more of the objects of the Company.
 - (f) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company as may be expedient in the promotion of its objects.
 - (g) To undertake and execute any charitable trusts having primary objects wholly or partly similar to those of the Company and which may lawfully be undertaken by the Company.
 - (h) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or

future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

- (i) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (j) To establish and support pension and superannuation schemes for the benefit of persons employed by the Company, and to grant pensions for retiring allowances to persons who have been employed by the Company or to their dependants.
- (k) To undertake and execute any trusts or agency business which may seem directly (or indirectly conducive to any of the objects of the Company, to act as agents or brokers and as trustees for any person, firm, company, and to undertake and perform sub-contracts.
- (l) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (m) To pay out of the funds of the Company the costs, charges and expenses of or incidental to the formation and registration of the Company.

And it is hereby declared that save as otherwise expressly provided, each of the objects set forth in each sub-clause of this Clause shall not be restrictively (construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited by reference to any other sub-clause or by the name of the Company, and that the provisions of each sub-clause shall save as aforesaid be carried out in as full and ample a manner and construed in as wide a sense as if each of the sub-clauses defined the objects of a separate and distinct company.

- 4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company 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 Members of the Company, provided that nothing herein shall prevent any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company for any services actually rendered to the Company nor prevent the payment of interest at a reasonable and proper rate on money lent or reasonable and proper rent for premises demised or let by any Member of the Company.
- 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 or she is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves such amount as may be required not exceeding £1.
- 7. Cessation of trading and Dissolution of the Company. The company will continue to carry out its normal activities and objectives unless:
 - (a) The company is declared insolvent.
 - (b) A majority of all the paid up members vote to Dissolve the Company following a postal ballot. The results of the postal ballot must be declared at an EGM and in the next available edition of Desmo. A postal ballot may only take place after:
 - (i) A formal motion has been passed at an AGM to hold a postal ballot to Dissolve the Company
- 8. In the event that the Company ceases to trade. All available funds will be distributed equally amongst the fully paid up members, less any costs associated with the Cessation of trading and distribution of funds.

ARTICLES OF ASSOCIATION OF TRICOLORE GREAT BRITAIN LIMITED

THE COMPANIES ACT 1985: A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL.

1. In these Articles:

* "the Act" means the Companies Act 1985;

* "the seal" means the Common Seal of the Company;

* "secretary" means any person appointed to perform the duties of the secretary of the Company;

* "Corporation" means the Council Of Management of the Company;

* "a Committee" means a duly authorised committee of members of the Council Of Management of the Company;

* "member" means a member of the Company;

* "the Council" means the Council Of Management.

Expressions referring to writing, shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

MEMBERS

2. The Company is established for the purposes expressed in the Memorandum Of Association.

3. The number of members with which the Company proposes to be registered is not to exceed 2,000 but the Council may from time to time register an increase in members.

4. The rights and privileges of a member shall not be transferable.

5. (a) Every person desiring to become a member of the Company is to sign and return to the Membership Secretary a form of application to be admitted.

(b) The Council shall have absolute discretion to approve or disapprove any such application.

(c) In the case of an application approved under sub-clause (b) of this article the Membership Secretary is to forthwith enter the name of such a person in the Register Of Members, and upon such entry that person shall become a member of the Company.

6. A member shall cease to be a member of the Company:

(a) Upon his/her giving notice in writing to the Company that he/she resigns his/her membership.

(b) If the Council, after giving the member opportunity to defend him/herself by written submission or by personal application before the Council, shall by a two-thirds majority vote resolve that his/her membership shall cease upon notice in writing being given to such member requiring his/her resignation.

(c) Upon failing to pay any subscription fees due and payable.

REGISTERS

7. The Council shall cause a Register Of Members to be kept by the Membership Secretary, whose address is to appear in every issue of Desmo.

GENERAL MEETINGS

8. The Company is to hold one General Meeting each year as its Annual General Meeting (AGM) in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than fifteen months is to elapse between the date of one AGM and the next.

9. All General Meetings other than AGMs shall be called Extraordinary General Meetings (EGM).

10. The Council may whenever they think fit convene an EGM and EGMs shall also be convened on such requisition or in default may be convened by such requisitions as provided by section 368 of the Act. If at any time there are not within the United Kingdom sufficient members of the Council capable of acting to form a quorum, any such member or any two members of the Company may convene an EGM in the same manner as nearly as possible as that in which a meeting may be convened by the Council.

NOTICE OF GENERAL MEETINGS

11. The time and place of the AGM shall be decided by the Council. At least 21 days written notice shall be given to members. The notice is to include the place, date and time. A notice or agenda published in the Club magazine or newsletter shall be deemed as the required written notice. The quorum for an AGM is 25 members.

12. An EGM may be convened with 14 days notice in the manner described in paragraph 11 above. The quorum for an EGM is 100 members.

13. An EGM may be called by the Council whenever it thinks fit and may also be convened by the requisition of 25 members. A requisition must give a reason for the meeting, be signed by at least 25 members and be deposited with the Secretary.

14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any member or other person entitled to receive notice thereof shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

15. All business shall be deemed special that is transacted at an EGM and also that is transacted at an AGM, with the exception of the consideration of accounts, balance sheets and the reports of the Council and of the auditors, the election of the members of the Council in the place of those retiring and the appointment of the auditors.

16. No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Save as herein otherwise provided a quorum shall be one tenth of all members, or 25 members, whichever is the less.

17. If within half an hour of the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to such other place and time as the Council may determine.

18. The Chairman of the council shall preside as Chairman at every General Meeting of the Company, or if there is no such Chairman, or if he/she shall not be present within fifteen minutes of the time appointed for the holding of the meeting or is unwilling to act, the members of the Council present shall elect one of their number to be Chairman of the meeting.

19. If at any meeting no member of the Council is willing to act as Chairman or if no such member is present within fifteen minutes after the time appointed for the holding of the meeting the members present shall choose one of their number to be Chairman of the meeting.

20. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as the original meeting.

21. if at any General Meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting and not in that case unless it shall, in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.

VOTES OF MEMBERS

22. Every member shall have one vote, except the Chairman. The Chairman has a casting vote, and no other; to be used where the votes cast are equal.

23. No member shall be entitled to vote at any General Meeting unless all monies presently payable by him/her to the Company have been paid.

24. STANDING ORDERS FOR PROCEDURE AT GENERAL MEETINGS

STANDING ORDERS 1.0. THE MEETING

Meetings of Tricolore Great Britain Limited shall be convened as provided for in the Articles Of Association.

STANDING ORDERS 2.0. THE QUORUM

- 2.1. A quorum shall be provided for in the Articles Of Association
- 2.2. A challenge to the quorum can be made under a point of order.

STANDING ORDERS 3.0 THE MINUTES

- 3.1. The minutes of meetings are to be a true and accurate summary of the business transacted at the meetings. The minutes are to be a report of the proceedings rather than giving only resolutions which were passed.
- 3.2. The minutes of all meetings are the responsibility of the Secretary but may be taken by a suitable nominee.
- 3.3. Minutes shall be approved at the following meeting when those present are satisfied that they are a true and accurate record of proceedings and are then to be signed by the Chairman.
- 3.4. The minutes of meetings are to be distributed to the Council Of Management and other officials of the Company as soon as possible.
- 3.5. At the request of any member, the Secretary shall produce within fourteen days minutes of any meeting held in the preceding twelve months.

STANDING ORDERS 4.0. THE AGENDA

- 4.1. The agenda of meetings should be as follows:
 - 4.1.1. Apologies for absence.
 - 4.1.2. Minutes of previous meeting.
 - 4.1.3. Matters arising from the minutes.
 - 4.1.4. Executive reports.
 - 4.1.5. Format motions.
 - 4.1.6. Emergency motions.
 - 4.1.7. Any other business.
- 4.2. The agenda for a particular meeting is to be made available by the Secretary at least forty-eight hours in advance of the meeting to the Council Of Management and any other member who so requests.
- 4.3. The agenda is very general and may be varied as required. Its purpose is to consolidate the definition of formal motions, emergency motions and any other business in sections 6 or 7 of these Standing Orders.

STANDING ORDERS 5.0. THE CHAIR

- 5.1. The Chairman elected in accordance with the Articles Of Association is normally to chair meetings.
- 5.2. The duties of the Chairman are:
 - 5.2.1. To preserve order.
 - 5.2.2. To ensure that proceedings are conducted in a proper manner.
 - 5.2.3. To see that minutes of the proceedings are kept and to sign them.
 - 5.2.4. To adjourn the meeting if necessary.
 - 5.2.5. To declare the meeting closed.
- 5.3. Every speaker is to address him/herself solely to the Chairman.
- 5.4. If two or more members rise to speak at the same time, precedence shall be given to the members who first 'catches the eye' of the Chairman.
- 5.5. The Chairman may offer points of information.
- 5.6. Whenever the chairman speaks, he/she shall be heard in silence and every other member shall at once cease from speaking. This order does not apply when the Chairman speaks in accordance with Standing

Order 5.5. in this case the Chairman shall observe good manners and only speak when there appears to be a lull in discussion.

5.7. The Chairman may order the removal of any person who persistently disregards the order and dignity of the meeting.

5.8. The Chairman shall limit the length of speeches to be made in a debate. This limit shall be stated in advance of the debate and shall be no less than 2 minutes and no greater than five minutes. The limit so set shall apply to all speeches made in the debate, except that a speaker may extend his/her speech by no more than one minute at a time by obtaining the consent of a majority of the members present at the meeting.

STANDING ORDERS 6.0. FORMAL MOTIONS

6.1. All formal motions to be discussed at the meeting shall be submitted to the Secretary at least fourteen days before the date of the meeting at which the business is intended to be discussed, except for emergency motions.

6.2. Formal motions shall be made available by the Secretary at least forty-eight hours in advance of the meeting to any member who so requests.

STANDING ORDERS 7.0. EMERGENCY MOTIONS

7.1. Only motions whose subject is concerned with events occurring after the final date for submission of formal motions may be moved as emergency motions.

7.2. Emergency motions must be submitted to the Secretary as soon as possible before the meeting at which they are to be discussed.

7.3. All possible notification of emergency motions shall be given to members.

7.4. Objection may be made to an emergency motion on the grounds that the mover has not complied with the provisions of Standing Orders 7.2. or 7.3.; or on the grounds that the motion is not in accordance with Standing Order 7.1. The objection may be made on a point of order. If the Chairman sustains the objection the motion must be ruled out of order.

7.5. Nothing in Standing Orders 7.1. to 7.4. shall apply to amendments submitted as emergency motions in accordance with Standing Order 9.1.

STANDING ORDERS 8.0. ANY OTHER BUSINESS

8.1. Items under any other business on the agenda may be brought up at the time of the meeting.

8.2. Items brought up under Standing Order 8.0. may only be of a trivial nature.

8.3. The Chairman shall decide if items under Standing Order 8.0. are of a trivial nature.

STANDING ORDERS 9.0. AMENDMENTS OF MOTIONS

9.1. An amendment may be proposed to omit words or substitute words in the original motion. Such an amendment shall not change the meaning of the motion unless the proposer of the motion accepts the change. Amendments which change the meaning of a motion without the acceptance of the original proposer shall be presented in the form of a new motion which shall constitute an emergency motion.

9.2. If an amendment is accepted by the proposer of the original motion, no vote is necessary on the amendment and it is automatically incorporated in the original motion.

9.3. If an amendment is carried which is not accepted by the proposer of the original motion, the new motion shall then become the amender's motion.

9.4. All further amendments shall then refer to the new motion.

STANDING ORDERS 10.0. GENERAL

10.1. All motions and amendments, excluding amendments referred to in Standing Order 9.2., shall be voted on before they are deemed to be the decision of the meeting.

10.2. All motions and amendments, except those submitted by the Council Of Management, shall be proposed and seconded before they can be discussed.

10.3. Only one motion, amendment or procedural motion may be before the meeting at any one time.

10.4. Any report submitted for endorsement shall be made available before the meeting at which the report is intended to be brought up. The acceptance of any such report must be through a formal vote in accordance with Standing Order 10.1.

10.5. A vote of no confidence in an officer of the Company must be a formal motion in accordance with standing order 6.0.

STANDING ORDERS 11.0. VOTING AND SPEAKING RIGHTS

11.1. Only current members have the right to attend, vote and speak at general meetings. The Chairman may invite others to attend and speak after permission of a majority of members present has been obtained.

11.2. In the event of votes being cast equally the Chairman shall have the deciding vote.

11.3. Voting on all motions, resolutions, amendments and elections, excluding amendments referred to in Standing Order 9.2, is to be by a show of hands, tellers being appointed by the Chairman before the vote.

11.4. Members may speak once on each motion or amendment and further at the discretion of the Chairman with the exception of:

11.4.1. The proposer, who may additionally introduce and sum up the motion.

11.4.2. Any member who begs leave of the Chairman formally to oppose the motion before the motion has been introduced. He/she shall additionally speak immediately after the proposer's introduction and immediately before the proposer's summing up.

STANDING ORDERS 12.0. PROCEDURAL MOTIONS

12.1. Motions 12.1.1. to 12.1.10. may be put to the Chairman at any time during the meeting.

12.1.1. A motion that the question be now put.

12.1.2. A motion that the question be not now put.

12.1.3. A motion for a temporary Chairman.

12.1.4. A vote of confidence in the Council Of Management.

12.1.5. A motion for a temporary adjournment of the meeting for up to thirty minutes.

12.1.6. A motion to postpone the matter to a later specified meeting.

12.1.7. A motion to refer the matter to a committee or sub-committee.

12.1.8. A motion to refer the matter back to a committee for re-examination.

12.1.9. A motion for closure of the meeting.

12.1.10 A motion for temporary suspension of Standing Orders.

12.2. Procedural motions 12.1.1. and 12.1.2. shall relate to the question immediately before the meeting.

12.3. A period of ninety minutes must elapse between two adjournments under Standing Order 12.1.6. question shall be put immediately provided that the

12.4. If procedural motion 12.1.1. is put and carried the proposer of the main motion is first given an opportunity to reply. If the procedural motion is not carried discussion shall continue as before.

12.5. If procedural motion 12.1.2. is put and carried the original question is shelved and cannot be further discussed at the meeting. The shelved motion may be again discussed at a subsequent meeting. If the procedural motion is put and not carried the discussion shall continue as before.

12.6. There shall be no order of precedence amongst procedural motions except that motion 12.1.3. shall have precedence over all others.

12.7. No suspension or amendment to Standing Orders shall be effective unless approved by a two-thirds majority of the meeting.

12.8. No member other than those referred to in Standing Order 11.4.1. and 11.4.2. shall have the right to speak on procedural motions 12.1.3., 12.1.4. and 12.1.6.

STANDING ORDERS 13.0. POINTS OF INFORMATION

13.1. Points of information shall refer to the subject under discussion and may only be used to give or request factual information to or from the speaker.

13.2. A point of information may not be raised whilst a vote is being taken or during a summing up speech.

13.3. A speaker may refuse a point of information whilst he/she is making a speech.

STANDING ORDERS 14.0. POINTS OF ORDER

14.1. A point of order shall only be used to point out that the procedure of the meeting is in opposition to these standing orders, except for a challenge to the Chair or to an emergency motion.

14.2. A point of order may not be raised during voting except on the validity, of the voting procedure.

STANDING ORDERS 15.0. CHALLENGES TO THE CHAIR

15.1. If a member wishes to challenge the Chairman's ruling on any question, he/she may challenge the Chair under a point of order.

15.2. The procedure is as follows:

15.2.1. The Chairman shall immediately nominate a temporary Chairman who shall preside until the question is decided.

15.2.2. The challenger shall propose his/her challenge.

15.2.3. The challenged Chairman shall then reply.

15.2.4. The challenger shall then sum up.

15.2.5. No other member has the right to speak.

15.2.6. The question shall immediately be put to the vote.

COUNCIL OF MANAGEMENT

25. Unless otherwise determined by a General Meeting, the number of members of the Council Of Management shall be a figure determined by the Council. For the purposes of incorporation only, the minimum number shall be reduced to two.

26. The members of the Council shall have the power at any time to appoint any member of the Company to join their number, either to fill a casual vacancy or as an addition to the Council. Anyone so appointed shall hold office only until the next AGM and shall then be eligible for re-election.

27. Only members of the Company are entitled to hold office as members of the Council.

28. Age shall not be a barrier to election or reappointment to the Council.

29. No person who is employed by the Company and receiving any salary, fees, remuneration or other benefit in money or money's worth from the Company shall (save as permitted by Clause 4 of the Memorandum Of Association) be eligible to be a member of the Council.

30. The business of the Company shall be managed by the Council who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the Company in a General Meeting, subject nevertheless to the provisions of the Act or these Articles and to such regulations, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in a General Meeting; but no regulation made by the Company in a General Meeting shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.

31. Without prejudice to the general powers conferred by Article 29 and to the other powers and authorities conferred as aforesaid, the Council may:

(a) Appoint and at their absolute discretion remove or suspend such officers and other staff for permanent, temporary or special services as they may time to time think fit and to invest them with such powers as they may think expedient and to determine their salaries or emoluments and to require security in such instances and to such amount as they think fit.

(b) Exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property, or any part thereof and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

32. Any cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.

33. The Council shall cause minutes to be made of all appointments of officers made by them, of the names of the members of the Council present at each meeting of the Council and of any committee of the Council. All resolutions and proceedings at all meetings of the members of the Council and of committees of Council shall be recorded in the minutes which if signed by the Chairman of such a meeting or by the Chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the facts therein stated.

34. The Council may act notwithstanding any vacancy in the Council but if the number of members thereof is less than the minimum prescribed herein they may only act to admit, persons to membership of the Company to fill vacancies in the Council or summon a General Meeting.

35. Expenditure:

- (a) The Treasurer may authorise expenditure of up to GBP 50.00.
- (b) The Treasurer may authorise expenditure of up to GBP 250.00 with the express permission of the Chairman.
- (c) The Treasurer may authorise expenditure of up to GBP 500.,00 with the express permission of the Chairman, Secretary and Membership Secretary.
- (d) The Treasurer may authorise expenditure of up to (but not exceeding) the equivalent of 10% of the total value of the Club's net current assets as at the end of the previous financial year, with the express permission of the Council.
- (e) Expenditure in excess of the equivalent of 10% of the total value of the Club's net current assets as at the end of the previous financial year must be authorised by a General Meeting.
- (f) The Treasurer may authorise reasonable travelling expenses incurred by Club members on Club business up to a limit of GBP 10.00. Travelling expenses will be paid at a flat mileage rate decided by the Council. The Treasurer is not to make payment for expenses not approved in advance.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL OF MANAGEMENT

36. A member of the Council shall cease to be a member thereof if he/she:

- (a) Has a receiving order made against him/her or he/she makes any arrangement or composition with his/her creditors generally.
- (b) Becomes prohibited from being a director by reason of any order made under Section 295 to 299 of the Act.
- (c) Becomes of unsound mind.
- (d) By notice in writing to the Company resigns his/her office.
- (e) Is removed from office by a resolution duly passed pursuant to Section 303 of the Act.
- (f) Ceases to be a member of the Company.
- (g) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his/her interest in the manner required by Section 317 of the Act.

ROTATION OF MEMBERS OF THE COUNCIL OF MANAGEMENT

37. Rotation:

- (a) At each AGM of the Company, all the members of the Council shall retire from office.
- (b) A retiring member of the Council shall be eligible for re-election.
- (c) The Company at the meeting at which a member of the Council retires in the manner aforesaid may fill the vacated office by electing a person thereto and in default the retiring member shall, if offering expressly him/herself for re-election, be deemed to have been re-elected, unless at such a meeting it is resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
- (d) No person other than a member of the Council retiring at the meeting shall, unless recommended by the members of the Council, be eligible for election to the office of Member of the Council at any General Meeting unless, not less than three days before the date appointed for the meeting, there shall have been deposited with the Secretary written notice signed by a member duly qualified to be present and vote at the meeting for which such notice is given of his/her intention, to propose such person for election and also notice in writing signed by that person, of his/her willingness to be elected.

38. The Company may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any member of the Council before the expiration of his/her period of office notwithstanding anything in these Articles or in any agreement between the Company and such member.

39. The Company may by ordinary resolution, appoint another person in place of a member of the Council removed from office under the immediately preceding Article. Without prejudice to the powers of the members of the Council under Article 29, the Company in a General Meeting may appoint any person, to be a member thereof either to fill a

casual vacancy or as an additional member. The person appointed to fill such a vacancy shall be subject to retirement at the same time as if he/she had become a member of the Council on the day on which the member in whose place he/she is appointed was last elected a member thereof.

PROCEEDINGS OF THE COUNCIL OF MANAGEMENT

40. Subject to the provisions of the Articles, the Council may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. A member of the Council may, and the Secretary on the requisition of a member of the Council shall, at any time, summon a meeting of the Council. It shall not be necessary to give notice of a meeting of the Council to any member thereof for the time being absent from the United Kingdom. The quorum necessary for the transaction of the business of the Council shall be four.

41. A resolution in writing signed by all Members of the Council for the time being entitled to receive notice of a meeting of the Council shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.

ACCOUNTS

42. The Council shall in conformity with the requirements of Section 221 of the Act cause proper books or accounts to be kept with respect to:

- (a) The assets and liabilities of the Company.
- (b) All sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place.
- (c) All sales and purchase of goods by the Company.

Proper books shall be deemed to have been kept if such books of account give a true and fair view of the state of the Company's affairs and explain its transactions.

43. The books:

- (a) The books of account shall be kept at the registered office of the Company, or (subject to Section 222 of the 1985 Companies Act) at such other place or places as the Council shall think fit and shall always be open to the inspection of the Council.
- (b) The Council shall from time to time determine whether and to what extent and at what time and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being members of the Council and no member (not being a member of the Council) shall have any right of inspection of any account, book or document of the Company except as conferred by the Statute or authorised by the Council or by the Company in a General Meeting.

44. The Council shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in a General Meeting such receipt and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in the Act.

45. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in a General Meeting, together with a copy of the Auditor's report, shall be made available at the registered office for inspection by any member of the Company at least twenty-one days before the date of the meeting.

AUDIT

46. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act.

NOTICES

47. A notice may be served by the Company upon any member either personally or by sending it through the post addressed to such member at his registered address as appearing in the Register Of Members. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected in the case of a notice of a meeting at the expiration of twenty-four hours after the letter containing the same is posted, and in any other case, at the time at which the letter would be delivered in the ordinary course of post. Notice of every General Meeting shall be given in any manner herein before authorised to:

- (a) Every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notice to them.
- (b) The auditor for the time being of the Company.

No other person shall be entitled to receive notices of General Meetings.

48. The Council shall have power to adopt and make, alter or revoke, rules and bye-laws for the regulation of the Club and otherwise for the furtherance of the purposes for which the Club is established, provided that such bye-laws are not repugnant to the Memorandum and Articles of Association and do not amount to, or involve, such an alteration of, or addition to, those presents as could only lawfully be made by resolution of a General Meeting. All such bye-laws for the time being in force shall be binding upon all Members until the same shall cease to have effect or shall be varied or set aside by resolution of a General Meeting. No member shall be absolved from such bye-laws by reason of his/her not having received a copy of the same, or of any alterations or additions thereto, or having otherwise received no express notice of them provided that a copy thereof is made available for reading at each AGM.

49. It is expressly declared that without prejudice to the powers of the Council to make rules on other matters, the following shall be deemed to be matters which may be governed by bye-laws within the meaning of Article 48., that is to say:

- (a) As to the persons eligible for membership of the Club.
- (b) As to the condition on which persons shall be admitted to membership of the Club.
- (c) As to the different categories of members of the Club.
- (d) As to the amount of the entrance fee (if any), subscription or other financial contribution payable by the members of each category and how and when the same are to be paid.
- (e) As to the manner in which membership of the Club may be terminated or shall determine.
- (f) As to all matters governing the powers and activities of sections or branches.
- (g) As to the rights and privileges to be accorded to and the qualification restrictions and conditions to be imposed on members of the Club.
- (h) As to the committees of members in connection with various branches of the Club's activities and as to the appointment, removal, qualification, disqualification, duties, powers and privileges of members of such committees.
- (i) As to the conditions upon which non-members of the Club are to be allowed to enjoy amenities of the Club.
- (j) Generally as to all matters connected with the Club and the members of the Club not provided for by these presents.