

**Company Number: 493954**

**The Companies Act 2006**

**PRIVATE COMPANY LIMITED BY GUARANTEE**

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# **ARTICLES OF ASSOCIATION**

**THE BRISTOL MOTOR CYCLE AND LIGHT CAR CLUB LIMITED**

**Incorporated on 6 April 1951**

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## **THE COMPANIES ACT 2006**

### **PRIVATE COMPANY LIMITED BY GUARANTEE**

#### **ARTICLES OF ASSOCIATION OF**

#### **THE BRISTOL MOTOR CYCLE AND LIGHT CAR CLUB LIMITED**

(Adopted by special resolution dated 1 May 2018)

#### **1. INTERPRETATION**

##### **1.1 In the Articles, unless the context requires otherwise:**

"Articles" means these articles of association;

"the Club" means the above-named company;

"Club meetings" means informal meetings or social gatherings of members of the Club that are not general meetings for the purposes of the Companies Acts;

"the Committee" means the board of directors of the Club;

"Companies Acts" means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Club;

"director" means a director of the Club, and includes any person occupying a position within the Committee, by whatever name called;

"document" means, unless otherwise specified, any document sent or supplied in hard copy or electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

"eligible directors" in relation to a particular matter means directors who would have been entitled to vote on that matter if it had been proposed as a resolution at a Committee meeting;

"expulsion" means a permanent sentence imposed on any member;

"member" has the meaning given in section 112 of the Companies Act 2006;

"ordinary resolution" has the meaning given in section 282 of the Companies Act 2006;

"proxy notice" has the meaning given in Article 6.1;

"sentence" means a period of exclusion from membership of the Company imposed under Article 4.8 or 4.9;

"special resolution" has the meaning given in section 283 of the Companies Act 2006;

"subsidiary" has the meaning given in section 1159 of the Companies Act 2006;

"suspension" means a one-year sentence imposed on any member;

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Club is registered; and

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Club.
- 1.3 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles.
- 1.5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa, references to one gender include all genders and references to persons include bodies corporate and unincorporated associations.

## **2. LIABILITY OF MEMBERS**

- 2.1 The liability of each member is limited to £0.13 (13p), 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:
  - (a) payment of the Club's debts and liabilities contracted before he ceases to be a member,
  - (b) payment of the costs, charges and expenses of winding up, and
  - (c) adjustment of the rights of the contributories among themselves.

## **3. OBJECTS**

- 3.1 The Club's objects are:
  - (a) to promote the sports and pastimes of motor cycling and motoring in all their branches and to encourage social intercourse between the members of the Club.
  - (b) to carry on maintain and conduct a club for the purposes of the said sports and pastimes;
  - (c) to hold, arrange and/or promote motoring events, races, hill climbs, gymkhanas, trials, matches, competitions and the like, and to offer and grant or contribute towards the provision of prizes, awards and distinctions and to promote, give or support dinners, balls, concerts, social events and other entertainments, and to publish magazines and periodicals;
  - (d) to subscribe to, become a member of or co-operate with any other association or club, whether incorporated or not, whose objects are altogether or in part similar to those of this Club;

- (e) to support and subscribe to any charitable or public body, and any institution, society or club which may be for the benefit of the Club;
- (f) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Club may think necessary or convenient for the promotion of its objects, and to lay down roads, construct, maintain and alter any buildings or erections, necessary or convenient for the work of the Club;
- (g) to purchase, hire, provide and maintain garages and/or workshops for the use of members of the Club and others, together with all tools, implements, machines, utensils and other things which may conveniently be used in connection therewith;
- (h) to purchase, sell and deal in all kinds of articles, appliances and apparatus used in connection with motor cycling and motoring and all kinds of consumable stores and provisions, alcoholic and non-alcoholic liquors, tobacco, cigars, cigarettes and other refreshments or things required or used by members of the Club and others and to apply for and obtain all licences and authorities necessary for the purposes aforesaid or any of them;
- (i) to hire and employ all classes of persons considered necessary for the purposes of the Club and to pay to them and to other persons in return for services rendered to the Club salaries, wages, fees, gratuities and pensions;
- (j) to borrow or raise money for the purposes of the Club on such terms and on such security as may be thought fit;
- (k) to invest the moneys of the Club not immediately required for its purpose in or upon such investments, securities or property as may be thought fit; and
- (l) to do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

3.2 The Club may carry on all or any part of its business under the name of "Bristol Motor Club".

#### **4. MEMBERSHIP**

4.1 The Club is established for the purposes expressed in Article 3.1. Subject to Article 4.2, membership of the Club is open to all persons interested in motor sport and motoring in all their disciplines.

4.2 Membership of the Club shall be by election of the Committee which shall have the right to refuse membership to any person without assigning any reason.

4.3 (a) Applications for membership shall be in such form or forms as the Committee may in its absolute discretion permit (including, without limitation, applications through the Company's website or by any other means of electronic communication) and must include the agreement of the applicant, if elected, to be registered as a member of the Club and to be bound by the Articles of Association and Bye-Laws of the Club.

(b) Upon approval by the Committee of such application and the payment by the applicant of the relevant subscription or joining fee such applicant shall be registered as a member of the Club.



- (c) The annual and life subscriptions payable by members of the Club shall be such as shall from time to time be prescribed by the Bye-Laws of the Club.
  - (d) All annual subscriptions shall become due and payable in advance on the first day of January.
- 4.4 The Committee shall have power to permit persons who are not members of the Club to enjoy such of the facilities of the Club and upon such conditions as the Committee may from time to time determine.
- 4.5 At an annual general meeting of the Club a member or other person who has rendered valuable service to the Club or to the sport of motoring may be elected President of the Club. Any other member or other person who has rendered valuable service to the Club or to the sport of motoring may in like manner be elected Vice-President of the Club. There may be up to three Vice-Presidents appointed. The President and Vice-Presidents shall retire at each annual general meeting of the Club but shall be eligible for re-election. Such persons if not already directors or members of the Club shall not by such election as President or Vice-President thereby become directors or members of the Club or become liable to the payment of any subscription.
- 4.6 Every Member shall be entitled (subject to any Bye-Laws for the time being in force made by the Club as hereinafter provided) to all the rights and be subject to all the duties of a member of the Club including the right to be elected as an officer or director of the Club, or to attend or vote at any general meeting of the Club, or to claim any share of the assets of the Club upon its dissolution.
- 4.7 Any member whose annual subscription is unpaid on the 31st day of March in any year shall cease ipso facto to be a member of the Club and shall forfeit all right in and claim upon the Club and its property.
- 4.8 If any member engages in conduct involving abusive language or behaviour whether in person or through electronic means (including, without limitation, email or social media) the Committee, once satisfied such conduct has been committed, will impose an immediate suspension of membership.
- 4.9 If any member engages in conduct involving:
  - (a) physical assault;
  - (b) threat of physical assault; or
  - (c) repeat of conduct for which the member in question has been previously suspended for,the Committee, once satisfied conduct of the nature set out in (a)-(c) above has been committed, will impose an immediate expulsion of that member.
- 4.10 Any member suspended or expelled in accordance with Article 4.8 or 4.9:
  - (a) will not be eligible to take part in or attend events run by the Club during the period of the sentence;
  - (b) will be required to return their membership card to the Club; and
  - (c) shall during the period of the sentence forfeit all rights in and claim upon the Club and its property.

- 4.11 There is no appeal against a sentence imposed by the Committee under Article 4.8 or 4.9 and the member concerned is not entitled to a refund of membership fees.
- 4.12 Any Member in arrears of subscription shall be ineligible for Club competitions.
- 4.13 The Club colours shall be Royal Blue and Gold.

## **5. MEMBERS' MEETINGS**

- 5.1 A general meeting shall be held in every calendar year on the first Tuesday in December at which the business of electing the President, Vice Presidents, Committee and other officers will be voted on by the members.
- 5.2 An annual general meeting shall be held in every calendar year on the first Tuesday in May at which:
  - (a) the accounts prepared for the previous year ended 31st December will be presented by the Committee and received by the members; and
  - (b) the subscriptions for the ensuing year will be voted on by the members.
- 5.3 Club meetings will be held on the first Tuesday in every month.
- 5.4 No non-Club members shall be permitted to participate in general meetings except by permission of the chairman of the meeting.
- 5.5
  - (a) The Committee may whenever it thinks fit and shall within twenty-one days of receiving a requisition made in writing by any six or more members convene a general meeting (hereinafter referred to as a "Special Meeting").
  - (b) Any such requisition must state the objects of the meeting proposed to be called and must be signed by the requisitionists and deposited at the registered office of the Club.
- 5.6 Fourteen days' notice at the least of every annual general meeting, of every general meeting referred to in Article 5.1 and of every general meeting convened to pass a special resolution, and 14 days' notice at the least of every other general meeting (exclusive of the day on which the notice is served or deemed to be served, and exclusive of the day for which the notice is given) specifying the place, day and hour of meeting, and in the case of special business, the general nature of that business, shall be given to such persons as are under these presents entitled to receive such notices from the Club; but with the consent of all the members entitled to receive notices thereof, or of such proportion thereof as is prescribed by the Companies Acts in the case of meetings other than annual general meetings, a meeting may be convened by such notice and in such manner as those members may think fit. The accidental omission to give notice of a meeting to or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed or proceeding had, at any meeting.
- 5.7
  - (a) All business shall be deemed special that is transacted at a Special Meeting, and all that business transacted at the annual general meeting or the general meeting referred to in Article 5.1 shall also be deemed special with the exception of the consideration of the accounts and the election of the President, Vice-Presidents, directors and officers.
  - (b) If any member wishes to raise any special business at an annual general meeting he shall give to the secretary at least 31 days' notice in writing thereof.

- 5.8 No business shall be transacted at any general meeting unless a quorum is participating when the meeting proceeds to business. Save as herein otherwise provided 15 members participating in person or by proxy shall be a quorum.
- 5.9 (a) A person is participating in a general meeting when:
- (i) that person is able to communicate to all other persons participating in the meeting, during the meeting, any information or opinions which that person has on the business of the meeting; and
  - (ii) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (iii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (b) The directors may make whatever arrangements they consider appropriate to enable members to participate in a general meeting.
- (c) Subject to Article 5.9(a), in determining participation in a general meeting, it is immaterial whether any two or more members participating in it are in the same place as each other.
- 5.10 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 shall be dissolved. In any other case it shall stand adjourned to the same day in the next month, at the same time and place, or at such other place as the chairman shall appoint, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting any five members present shall be a quorum.
- 5.11 The Chairman shall preside as chairman at every general meeting of the Club. But if the Chairman shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Vice Chairman will take the meeting. In the absence of the Chairman or Vice Chairman the President or a Vice President will chair the meeting.
- 5.12 The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn a meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of adjournment, or of the business to be transacted at any adjourned meeting.
- 5.13 At all general meetings a resolution put to the vote of the meeting shall be decided on a show of hands by the requisite majority of members participating in the meeting, unless before or upon the declaration of the result of the show of hands a poll be demanded by the chairman or by at least three members participating in the meeting (proxies being declared and taken into account) and unless a poll be so demanded a declaration by the chairman of the meeting that a resolution has been carried or lost, shall be conclusive, and an entry to that effect in the minute book of the Club shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

- 5.14 (a) If a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (b) The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 5.15 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote.
- 5.16 Subject as hereinafter provided, every member shall have one vote unless he or she is representing another member by proxy when he or she will have that member's vote also.
- 5.17 On a show of hands or on a poll votes may be given either personally or by proxy.

## **6. APPOINTMENT OF PROXIES**

- 6.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Committee may determine; and
  - (d) is, together with any authentication of it demanded by the Committee, received at an address specified by the Club in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote;
- and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid.
- 6.2 The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 6.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 6.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
  - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 6.5 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.

- 6.6 An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 6.7 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 6.8 If a proxy notice is not signed or authenticated by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who signed or authenticated it to do so on the appointor's behalf.

## **7. COMMITTEE**

- 7.1 The Committee shall consist of the following officers, namely the Chairman, Vice Chairman, Secretary, Treasurer, Competitions Secretary and Social Secretary, and not more than twelve or less than four other members of the Club.
- 7.2 At the general meeting of the Club held in December all officers and directors shall retire from office but shall be eligible for re-election.
- 7.3 The election of officers and directors shall take place in the following manner:-
- (a) Any two members of the Club may nominate any other member as a candidate to serve as an officer or director of the Club.
  - (b) Election shall if necessary be by ballot and each member present at the general meeting in December shall be entitled to vote for any number of candidates not exceeding the number of vacancies.
  - (c) If two or more candidates obtain an equal number of votes another ballot shall if necessary be taken in respect of such candidates. If two or more candidates again obtain an equal number of votes the directors shall decide which candidate is to be elected.
  - (d) In case there shall not be a sufficient number of candidates nominated the Committee may fill the remaining vacancy or vacancies.
- 7.4 All casual vacancies arising among the officers or directors of the Club shall be filled by the Committee and every officer or director so appointed shall retain his office so long as the vacating director would have retained the same if no vacancy had occurred.
- 7.5 A retiring director shall retain his office until the end of the meeting being held.
- 7.6 The office of a director shall be vacated:-
- (a) if he becomes a bankrupt or enters into a composition with his creditors;
  - (b) if he becomes of unsound mind;
  - (c) if he is convicted of any felony;
  - (d) if by notice in writing addressed to the Secretary of the Club at the Registered Office he resigns his office;
  - (e) if he is requested by notice in writing signed by all his co-Directors to resign;
  - (f) if he ceases to be a Member of the Club; or

- (g) if he fails to attend four consecutive meetings of the Committee without excuse deemed reasonable in the opinion of the Committee.

## **8. POWERS AND PROCEEDINGS OF THE COMMITTEE**

- 8.1 The business of the Club shall be managed by the Committee who may exercise all such powers and do all such acts and things as may be exercised or done by the Club save as are by these Articles or by any statute for the time being in force directed or required to be exercised or done by the Club in general meeting.
- 8.2 The Committee may meet together for the dispatch or business, adjourn and otherwise regulate their meetings and proceedings as the directors think fit and may determine the quorum necessary for the transaction of business at Committee meetings. Until otherwise determined six directors shall be a quorum.
- 8.3 The continuing directors may act notwithstanding any vacancy in their body. Provided always that in case the directors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as the Committee for the purpose of filling up vacancies in their body or of summoning a general meeting but not for any other purpose.
- 8.4
  - (a) Directors participate in a Committee meeting, or part of a Committee meeting, when:
    - (i) the meeting has been called and takes place in accordance with these Articles, and
    - (ii) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
  - (b) In determining whether directors are participating in a Committee meeting, it is irrelevant where any director is or how they communicate with each other. If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 8.5 Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 8.6 The Committee may from time to time delegate any of their powers to such sub-committee or committees as they may think fit consisting of such members of the Club as the Committee shall elect, and they may recall or revoke any such delegation or appointment. Any such sub-committee shall in the exercise of the powers so delegated conform to any Bye-Laws or regulations that may from time to time be prescribed by the Committee or the Club.
- 8.7 The Bye-Laws of the Club shall be the rules relating to subscriptions; meeting places; grievance, appeals and disciplinary procedures and for the proper conduct and, management of the Club and such other matters as the Committee thinks fit; provided always that such Bye-Laws shall not contravene or be inconsistent with the provisions of these Articles.
- 8.8 The Committee shall adopt such means as they deem sufficient to bring to the notice of the members of the Club all such Bye-Laws alterations and repeals and



all such Bye-Laws so long as they shall be in force shall be binding upon all members of the Club.

- 8.9 The Committee shall cause proper minutes to be made of all appointments of officers made by the Committee and of the proceedings of all meetings of the Club and of the Committee and of all business transacted at such meetings and any such minutes of the such meeting if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting shall be sufficient evidence without any further proof of the acts therein stated.
- 8.10 A decision of the Committee is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing. But a decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.
- 8.11 (a) Subject to Article 8.11(b), notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes.
- (b) If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes.
- (c) Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office:-
- (i) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
  - (ii) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested; and
  - (iii) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest.

## **9. ACCOUNTS AND EXEMPTION FROM AUDIT**

- 9.1 The Committee shall cause true accounts to be kept of the sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place. The accounting records shall be kept at the address of the Treasurer of the Club or at such other place as the Committee thinks fit and shall at all times be open to inspection by the directors.

- 9.2 Except as provided by law or authorised by the Committee or an ordinary resolution of the Club, no person is entitled to inspect any of the accounting or other records or documents merely by virtue of being a member.
- 9.3 At the annual general meeting the Committee shall lay before the meeting, annual accounts made up to the preceding 31st December.
- 9.4 Unless otherwise required by the Companies Acts, the annual accounts of the Club need not be audited or independently examined.

## **10. NOTICES**

- 10.1 (a) Anything sent or supplied by or to the Club under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Club.
- (b) Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Club to a person by being made available on a website.
- 10.2 (a) Any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- (b) A director may agree with the Club that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.
- 10.3 A member whose registered address is not within the United Kingdom and who gives to the Club an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Club.
- 10.4 (a) If the Club sends or supplies notices or other documents by first class post and the Club proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting.
- (b) If the Club sends or supplies notices or other documents by electronic means and the Club proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Club sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 10.4, no account shall be taken of any part of a day that is not a working day.



## **11. DIRECTORS' INDEMNITY AND INSURANCE**

- 11.1 Subject to Article 11.2, a relevant director of the Club or an associated company and a person who holds or has held the position of President, Vice President or other officer of the Club may at the discretion of the Committee be indemnified out of the Club's assets against:
- (a) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Club or an associated company,
  - (b) any liability incurred by that person in connection with the activities of the Club or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),
  - (c) any other liability incurred by that person as a director or officer of the Club or an associated company.
- 11.2 Article 11.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 11.3 The Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant director and or any current or former President, Vice President or other officer of the Club in respect of any relevant loss.
- 11.4 In this Article 11:
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate,
  - (b) a "relevant director" means any director or former director of the Club or an associated company; and
  - (c) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director or any current or former President or Vice President or other officer of the Club in connection with that person's duties or powers in relation to the Club, any associated company or any pension fund or employees' share scheme of the Club or associated company.

## **12. DISTRIBUTION OF ASSETS ON WINDING UP**

- 12.1 On a winding up or other repayment of capital, the assets of the Company (including capital uncalled at the commencement of the winding up) remaining after paying and discharging the debts and liabilities of the Company and the costs of winding up, shall be divided among the members in such proportions as the Committee may in their absolute discretion determine at or before the time of dissolution.