

**Dated: June 2022**



ASTON MARTIN OWNERS CLUB

## **THE COMPANIES ACT 2006**

PRIVATE COMPANY LIMITED BY GUARANTEE

COMPANY NUMBER 497630

ARTICLES OF ASSOCIATION

Registered Office:

Drayton St Leonard

Wallingford

Oxon. OX10 7BG

England

Incorporated 16<sup>th</sup> July 1951

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THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

THE ASTON MARTIN OWNERS' CLUB LIMITED (the "Company")

(Adopted by special resolution passed on 2022)

INTERPRETATION, OBJECTS AND LIMITATION OF LIABILITY

1 INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Articles:** means the Company's Articles of Association for the time being in force;

**Bankruptcy:** includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**Bye-laws:** The bye laws governing the club which may be amended by the Management Committee

**Club:** means Aston Martin Owners Club Limited;

**Club Headquarters:** means the head office of the Aston Martin Owners Club in the UK

**Committee:** means the Management Committee;

**Committee Member:** means a Director;

**Conflict:** means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

**Director:** means a Member of the Management Committee who has been elected or co-opted to serve on the Management Committee of the Club and is a director of the Company and includes any person occupying the position of director, by whatever name called;

**Document:** includes, unless otherwise specified, any document sent or supplied in electronic form;

**Electronic form:** has the meaning given in section 1168 of the Act;

**Eligible Director:** means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 14, any director whose vote is not to be counted in respect of the particular matter);

**Interested Director:** has the meaning given in article 14;

**International Director:** means a Voting Member annually elected by the Members within their relevant geographical region to act as their chairman;

**List of Members:** means the list of Members and their addresses held by the Club.

**Management Committee:** means the elected body of Club Members who conduct the day to day business of the Club.

**Member:** means a member of the Club and whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

**Ordinary resolution:** has the meaning given in section 282 of the Act

**Overseas:** means any country other than the United Kingdom.

**PONJ:** means Principles of Natural Justice.

**Post:** means by post, fax, email or other electronic means available to the club at the time of sending.

**President:** A person who has been elected as the Honorary President of the Club by the Management Committee. A non-voting Member. Can attend and speak at MC meetings but not vote. Welcomes Members and introduces the Chairman and Committee at all General Meetings.

**Seal:** means the common seal of the Club

**Special resolution:** has the meaning given in section 283 of the Act

**Treasurer:** means the financial officer of the Club.

**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 Islands

**Vice President:** means an individual who has given exceptional service to the Club or the Marque.

**Voting Member:** means a Member having the right to vote pursuant to these Articles.

**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 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 Where there is a conflict between the Bye-laws and the provisions of these Articles, the Articles shall prevail.

## **2 OBJECT**

- 2.1 The object for which the Company is established is to promote the sport and pastime of motoring in connection with “Aston Martin” motor vehicles of all types and with that object in view to promote, organise and conduct, whether alone or in conjunction with any other person, firm or company, tours, trials, races and tests of all sorts, including social runs, reliability trials, time trials, speed trials, hill climbs and competitions of all sorts, and to offer, give or contribute prizes, medals and awards therefore, and to promote, give or support dinners, balls, concerts, social meetings or other entertainments, and to publish or cause to be published, magazines, news sheets, manuals, books and other printed matter and provide electronic means of communication between Members worldwide and retain the data that necessitates the electronic interaction between the club and its Members.
- 2.2 To develop interest in the ASTON MARTIN CAR.
- 2.3 To encourage social intercourse between Members of the Club.
- 2.4 To buy, prepare, make, supply, sell Club insignia and publications, physical and online, required or used by Members of the Club
- 2.5 To hire and employ all classes of persons considered necessary for the purposes of the Club and to pay them or any other person, firm or company in return for services rendered to the Club such salaries wages, gratuities and expenses as may be deemed expedient.
- 2.6 To establish, promote or assist in establishing or promoting, and to subscribe to, or become a Member of, any other companies, clubs or associations whose objects are in whole or in part similar to the objects of the Club, or the establishment or promotion of which may be beneficial to the Club, provided that no subscription be paid to any such company, club or association out of the funds of the Club except bona fide in furtherance of the objects of the Club.
- 2.7 Subject to the provisions of the Act, to purchase, take or 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 construct, maintain and alter any buildings or erections necessary or convenient for the work of the Club.
- 2.8 To sell, let, mortgage, manage, improve, maintain, dispose of or turn to account all or any of the property or assets of the Club as may be thought expedient with a view to the promotion of its objects.
- 2.9 To undertake and execute any trusts which may lawfully be undertaken by the Club and may be conducive to its objects.
- 2.10 To borrow or raise money for the purpose of the Club on such terms and on such security as may be thought fit.
- 2.11 To invest the monies of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that monies shall only be invested in such securities and with such sanction (if any) as may for the time being, be prescribed by law.
- 2.12 To establish and support or aid in the establishment and support of any charitable or benevolent associations or institutions and subscribe or guarantee money for charitable and benevolent purposes in any way connected with the purposes of the Club or calculated to further its objects.
- 2.13 To do all such other things as are incidental or the Club may think conducive to the attainment of the above objects or any of them.

### **3 POWERS**

3.1 In pursuance of the object set out in Article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, insure all assets to current market rate/value, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.

## **4 INCOME**

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects and no portion thereof shall be paid or transferred directly or indirectly (except upon a winding up) by way of dividend, bonus or otherwise howsoever, by way of profit, to the Members of the Club.
- 4.2 Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Club, or to any Members of the Club, in return for any services actually rendered to the Club, nor prevent the payment of interest at a rate not exceeding the current bank rate per annum on money lent or reasonable and proper rent for premises demised or let by any Member of the Club, and so that a Committee Member or Governing Body of the Club may be appointed to any salaried office of the Club or any office of the Club paid by fees.

## **5 WINDING UP**

On the winding-up of the Company, every Member of the Club undertakes to contribute to the assets of the Club, in the event of the Club being wound up during the time that he is a Member or within one year afterwards for payment of the debts and liabilities of the Club contracted before the time at which he ceases to be a Member, and of the costs, charges and expenses of winding up the same, and for the adjustments of the rights of the contributories amongst themselves, such amount as may be required not exceeding one pound sterling

## **6 GUARANTEE**

- 6.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company 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 Company's debts and liabilities contracted before he ceases to be a Member,
  - (b) payment of the costs, charges and expenses of the winding up, and
  - (c) adjustment of the rights of the contributories among themselves.

## **MEMBERS: BECOMING AND CEASING TO BE A MEMBER**

## **7 MEMBERSHIP**

- 7.1 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 the Articles shall be Members.
- 7.2 Any person wishing to be admitted to Membership of the Club must complete and sign or agree electronically the Club's application form and the Club's code of conduct, worded in terms that the Committee may from time to time require which, together with the entrance fee and the first annual subscription, should then be forwarded to the Company Secretary at the registered office of the Club.
- 7.3 Admission to Membership is subject to the approval of the Committee. The Management Committee reserves the right to reject an application returning any subscription paid.
- 7.4 Membership of the Club automatically confers agreement by the Member to be bound by the Club's current Articles of Association, Bye-laws including Code of Conduct issued by the Committee.

- 7.5 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 9.
- 7.6 On the death of a Family Member the nominated Member may continue in the class of Membership of the deceased Member without a fee for the remainder of the calendar year in which the Member died. The nominated Member may thereafter continue in their own right as a Member subject to payment of the requisite annual subscription for their class of Membership.
- 7.7 The joining fee (if any) and annual subscriptions payable by Members shall be such as the Committee may from time to time prescribe.

## **8 CESSATION OF MEMBERSHIP**

- 8.1 Any Member wishing to resign their Membership of the Club shall inform the Club Headquarters in writing of their decision by giving 7 days' notice and any person ceasing to be a Member in whatever way shall be removed from the Register of Members.

## **9 TERMINATION OF MEMBERSHIP**

- 9.1 A Member whose annual or overdue subscription is unpaid two 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 Management Committee, by entering their name on the Register of Members but without paying a further joining fee.
- 9.2 The Management Committee shall have the right to require the resignation of a Member if their behaviour or actions warrants such action:
- (a) the Member has been or is in breach of:
    - (i) the Bye-laws;
    - (ii) the Members Code of Conduct;
    - (iii) are in significant and material breach of any other term within these Articles.
  - (b) Such behaviour or actions may be reported to the Management Committee with evidence.
  - (c) The Management Committee shall start a procedure as set out in article 20 below which also follows guidance by PONJ.
- 9.3 The full report shall be made available to all involved. The Management Committee shall vote on their course of action with a requirement of a majority of 75% from those Management Committee Members present and voting or registering an abstention. For this decision a minimum of eight (8) members must be present.
- 9.4 An appeal process following PONJ shall be available to Members wishing to challenge the decision.

## **10 GENERAL MEETINGS AND VOTING**

- 10.1 The Club shall provide for any person, eligible to take part in a General meeting provided for in these Articles and do so by using any technology that allows for clear and simultaneous communication with all other participating persons. Voting on the annual accounts and directors report will take place during the Meeting and will need to be proposed, seconded and voted upon by those members present.
- 10.2 A Member who participates in a meeting in a manner permitted under 10.1, is taken to be present at the meeting.



- 10.3 The Club shall in each year hold a general meeting at such time and place as may be determined by the Committee (Annual General Meeting) and not more than 15 months shall elapse between the date of one Annual General Meeting and the next.
- 10.4 All other general meetings other than Annual General Meetings shall be called General Meetings (General Meetings).
- 10.5 Notice of the Annual General Meeting or a General Meeting must be given to all Members and Auditors no less than 28 days prior to the intended date of the General Meeting, specifying the place, the day and the hour of the meeting, and in the case of special business the general nature of such business to be conducted..
- 10.6 Any Member may require the Committee to call a General Meeting provided that he has the written support of 150 Voting Members.
- 10.7 Subject to Article 11.1. below every notice calling a General Meeting of the Club shall appear with a prominent statement that a Voting Member is entitled to appoint a proxy to attend, speak and vote in their place and that a Non-voting Member is entitled to appoint a proxy to attend and speak in their place.
- 10.8 Save as herein expressly provided, only a fully paid up Member shall be entitled to be present or to vote or return a proxy on any resolution at any General Meeting.
- Subject as hereinafter provided every Voting Member shall have one vote and provided also that each Member of a family Membership shall have one vote.
- 10.9 If the number of nominations in any election exceeds the number of vacancies the election shall be held by postal/electronic voting, in which case ballot papers shall be made available to all Members by Post/Electronically. Every Member who wishes to vote must sign and return the ballot paper to the Secretary not later than the time, and in the manner, specified in the notice given for the General Meeting. The votes shall be verified and counted by two independent scrutineers and the result announced at the General Meeting.
- 10.10 The Annual General Meeting will consider and action, among other things, the following matters:
- (a) the accounts, balance sheets and the reports of the Committee and Auditors;
  - (b) announcement of Committee Members following a postal and/or electronic ballot prior to and in addition to voting on the day by members present at the Annual General Meeting.
  - (c) the appointments and the agreement of remuneration of the Auditors;
  - (d) review and voting on resolutions submitted by the Membership pursuant to article 10.11.
- 10.11 A Voting Member may submit a resolution to be proposed at an Annual General Meeting provided it is accompanied by at least 50 supporting signatures of paid up and Voting Members of the Club and is submitted to the Club Manager at the registered office of the Club not later than the close of business on the date prescribed in the notice given of the relevant Annual General Meeting.
- 10.12 Members may cast their vote for Resolutions in advance of the General Meeting, using paper or electronic means that arrive at Club Headquarters at least 48 hours before the time for holding the meeting or adjourned meeting or during the General Meeting.
- 10.13 All other business shall be deemed special and shall be transacted at an Extraordinary General Meeting.

- 10.14 No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided the quorum shall be 30 Members, including any proxies duly appointed by Members.
- 10.15 The President of the Club or in their absence the Chairman of the Club or in their absence the Deputy Chairman of the Club or, in the absence of aforementioned officers, a Member of the Committee present chosen by a show of hands by those Voting Members at the Meeting or, if no Committee Members are present, some other Voting Member of the Club present chosen by a show of hands by those Voting Members at the Meeting shall preside at any General Meeting of the Club that such a provision is required.
- 10.16 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 week, at the same place and time or at such other place as the chairman of the Meeting 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 the Members present shall be a quorum.
- 10.17 With the consent of any Meeting at which a quorum is present the chairman of the Meeting may adjourn the Meeting from time to time and from place to place as the Meeting shall determine. Proper notice needs to be given of a date and time for an adjourned Meeting. No business shall be transacted at any adjourned Meeting other than the business which might have been transacted at the Meeting from which the adjournment took place.
- 10.18 The votes shall be available for inspection and re-counting at the meeting by any Voting Member or Members who request this.
- 10.19 Following the voting procedure, a declaration by the Chairman of the Meeting that a resolution has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect made in the Minute Book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that Resolution.
- 10.20 In the case of an equality of votes, the chairman of the Meeting shall be entitled to a second or casting vote.

## **11 PROXIES**

- 11.1 The instrument appointing a proxy must be filled in correctly as per Club instructions and deposited with the Company Secretary at the registered office of the Club at least 2 working days before the meeting
- 11.2 Spoilt or altered forms, or forms with anything other than a vote or nomination of a proxy or which do not follow instructions, or which are otherwise open to reasonable suspicion of undue interference, will not be counted but will be available for inspection immediately after the meeting before being disregarded as spoiled forms.
- 11.3 A Voting Member who has been given a proxy and is not present shall have no vote and the votes of those for whom he holds a proxy shall be void.
- 11.4 No instrument appointing a proxy shall be valid after the Meeting to which it refers.
- 11.5 A vote given in accordance with the terms of the instrument of proxy shall be valid notwithstanding the prior death of the principal or revocation of the proxy, provided that no notice in writing of the death or revocation has been received at the registered office of the Club 2 working days at least before the time fixed for holding the Meeting.

## **12 THE COMMITTEE**

12.1 The Club shall be managed by the Management Committee which shall consist of:

- (a) The Chairman, the Deputy Chairman, the Treasurer, three Overseas Directors (the International Directors) and four other Directors.
- (b) The Management Committee shall not have more than ten Voting Members, including the International Directors. All Directors will be voted for prior to the General Meeting by Members and announced at the General Meeting.
- (c) The overall number of Committee Members shall at no time be more than twelve including exceptionally co-opted Members.
- (d) The President may in addition attend any meeting but is not eligible to vote.
- (e) All Committee members must be current members of the Club.

12.2 Any Voting Member may propose candidates for election at an Annual General Meeting for Chairman, Deputy Chairman, Treasurer and up to 4 other Voting Members to serve on the Committee subject to Article 12.1. Proposed members also need to be seconded by another Member.

12.3 The Committee may appoint any Voting Member as a Committee Member either to fill a specific vacancy or by way of addition, provided that the maximum number of Committee Members specified in Article 12.1(b) is not thereby exceeded. For this decision a minimum of eight (8) members must be present to approve any appointment. Any Voting Member so appointed shall be a Committee Member for all purposes as if he had been elected at a General Meeting and shall hold office until the conclusion of the next Annual General Meeting.

12.4 The Committee may co-opt a Member on the grounds of special knowledge skills or experience. These will be non-voting and shall not exceed two people at any time. Such a co-opting decision requires a minimum of eight (8) members to be present.

### **12.5 Vice Presidents**

Candidates for Vice President may be considered by the management committee with evidence of the candidate's contribution to the Club. The management committee will propose candidates for election for life at a general meeting.

## **13 DIRECTORS**

13.1 International Directors shall only be proposed and voted for by their respective regional Members by a majority vote.

- (a) The three International Directors comprise of one from Europe (see Appendix B), one from the Americas (see Appendix C), and one from the Rest of the World.
- (b) The International Directors should be directly involved in developing the Club and its events in their regions.
- (c) Voting Members in their respective regions may propose candidate(s) from their respective region for the position(s) of International Director, who once voted, will be a Committee Member for all purposes as if he had been elected at a General Meeting and shall hold office until the conclusion of the next Annual General Meeting.

- 13.2 The International Election procedure for the three Regional International Directors shall be managed by an independent body which includes the following nomination and candidate voting procedure already established and used for all directors of the Club at the AGM as follows:-
- (a) The three International Regions are:-
    - (i) Europe (See Appendix B)
    - (ii) Americas, (See Appendix C)
    - (iii) The Rest of the World
  - (b) Nomination Procedure
    - (i) Candidates will be invited to put their names forward for publication in AM Monthly, via email and on the Club's web site no later than two months (56 days) prior to the Club's AGM; and
    - (ii) Candidates are restricted to the three individual regions they live in. Candidates cannot stand for more than one region.
  - (c) Election Procedure
    - (i) The procedure shall commence two months (56 days minimum) before the Annual General Meeting (AGM).
    - (ii) Successful candidates will go forward for announcement at the Club's General Meeting (AGM).
    - (iii) The election shall be managed by an independent body
- 13.3 The Members referred to in 12.1 shall nominally fulfil the following duties:
- (a) Membership
  - (b) Events (which includes social, concours, competitions/racing)
  - (c) Communications (which includes publications, web site, forum, social media etc)
  - (d) Club and relations development (including the Aston Martin Heritage Trust)
- 13.4 The Chairman, Deputy Chairman and Treasurer may from time to time take on any specific role required to be carried out including the management of the Head Office staff.
- 13.5 All elected Committee Members (except the Company Secretary) must be Directors of the Club and shall be required to sign the prescribed form of consent and be bound by the Bye-laws.
- 13.6 Only a Voting Member of the Club shall be eligible to be a Member of the Committee.
- 13.7 The Company Secretary shall be appointed by the Committee and will not be a director or voting Member of the Committee.

- 13.8 The Chairman and Deputy Chairman and Directors can be elected at the Annual General Meeting for a term of one year and shall not be eligible for re-election as Chairman or Deputy Chairman after having served a term of three years, unless there are no other candidates. Any person nominated as Chairman of the Club must have served the Club in a significant and demonstrable capacity and been a member for no less than 5 years.
- 13.9 The Chairman and Deputy Chairmen's ongoing appointment shall be approved during each year of their term by the Voting Members before and at the Annual General Meeting. In the event that the their appointment is not approved by a majority of the Voting Members at the Annual General Meeting, the Committee shall procure a ballot for the appointment of a new Chairman and or Deputy Chairman in accordance with the provisions of Article 10.9 as soon as reasonably practicable and the Deputy Chairman or Chairman shall take on the role of Chairman or Deputy Chairman until the time of the General Meeting at which the appointment of the new Chairman or Deputy Chairman is confirmed.
- 13.10 A retiring Committee Member shall retain their office until the dissolution or adjournment of the Meeting at which their successor is elected or it is determined not to fill their place. Subject to the provisions of these Articles a retiring Committee Member shall be eligible for re-election.
- 13.11 Voting Members shall be eligible for election to the Management Committee at any Annual General Meeting provided that:
- (a) They are nominated (and seconded) in writing by a Voting Member (in the case of Regional Directors defined in appendix B, by Voting Members from that region)
  - (b) They indicate in writing their willingness to serve on the Committee.
  - (c) They indicate their willingness to provide a nominee personal profile that details the relevant knowledge, skills and experience that they will bring to the Management Committee.
  - (d) Both the nomination, the indication to serve and the willingness to provide their personal profile must be received at the registered office of the Club not later than 5 PM on the date prescribed in the notice given of the relevant Annual General Meeting.
- 13.12 Membership of the Management Committee shall be vacated after they have served 6 consecutive years (in a non-chairman, deputy or treasurer role) or if:
- (a) the Member ceases to be a Voting Member;
  - (b) the Member resigns their office by notice in writing sent to the registered office of the Club;
  - (c) the Member become bankrupt or makes any arrangement or composition with their creditors generally or has a criminal conviction prior to or during their time in office;
  - (d) the Member is absent from four successive meetings of the Committee without special leave of the Chairman or explanation to the Chair and the Committee, they may resolve that their office be vacated;
  - (e) the Member uses his position as a Director/Committee Member to promote or further their own business;
  - (f) the Member ceases to be a Committee Member by virtue of or becomes prohibited from being a Committee Member by reason of, any order made under any provision of the Act; or

- (g) the Member has been or is in breach of:
  - (i) their fiduciary duties as a Director of the Club;
  - (ii) the Bye-laws;
  - (iii) the Members Code of Conduct, the Directors Code of Conduct;
  - (iv) are in significant and material breach of any other term within these Articles.

13.13 Any breach referred to in 13.12(g) are to be determined by the Committee after due investigation (See Article 9). Where it is determined that there has been a breach, then the Management Committee may dismiss the Director by a 75% majority vote. For this decision a minimum of eight (8) members must be present.

13.14 When a Member of the Management Committee ceases to be a Member of the Club and/or the Management Committee, they are deemed to have resigned as a Director of the Club. The resigning Member will deliver to the Company Secretary a signed letter of resignation from their position as director within two business days of ceasing to be a Member of the Club or the Management Committee. If no such letter is delivered within two business days, it will be deemed to be delivered to the Company Secretary and the Company Secretary will immediately act to remove that person from the Public Record of Directors.

13.15 Subject to section 168 of the Act and Article 9.1, the Club Members may by Special Resolution or by Ordinary Resolution of which Notice has been given in accordance with the Act, remove any Committee Member before the expiry of their period of office and may, by Ordinary Resolution, appoint another person in their stead. Any person so appointed shall retain their office for so long as the Committee Member in whose place they are appointed would have held the same if they had not been removed.

#### **14 DIRECTORS' CONFLICTS OF INTEREST**

14.1 The directors may, in accordance with the requirements set out in this article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an Interested Director) breaching their duty to avoid conflicts of interest under section 175 of the Act.

14.2 Any authorisation under this article 14 shall be effective only if:

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

- (c) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the Directors in relation to any resolution related to the Conflict;
  - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit;
  - (e) provide that, where the Interested Director obtains, or has obtained (through their involvement in the Conflict and otherwise than through their position as a Director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
  - (f) permit the Interested Director to absent themselves from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters.
- 14.4 Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct themselves in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 14.5 The Directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 14.6 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 14.7 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of their interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
  - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
  - (d) may act by themselves or their firm in a professional capacity for the Company (otherwise than as auditor) and he or their firm shall be entitled to remuneration for professional services as if he were not a director;
  - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with them (as defined in section 252 of the Act) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of their duty under section 176 of the Act.

## **15 PARTICIPATION IN MANAGEMENT COMMITTEE**

- 15.1 A meeting of the Committee Members 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 Committee generally.
- 15.2 The Committee may meet to conduct business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business.
- 15.3 On request of a Committee Member, the Company Secretary shall call a meeting of the Management Committee by giving notice of the meeting to the Committee Members at least 14 days' notice.
- 15.4 Any documents in relation to the meeting or the business to be conducted are to be circulated by electronic mail no later than 3 days' prior to the meeting. A Committee Member who is absent from their last notified address shall be properly served with notice of a meeting by such notice being sent to his last notified address.
- 15.5 Unless determined otherwise the quorum for a meeting of the Management Committee shall be five.
- 15.6 A decision by the Management Committee must be a majority decision at a meeting. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote.
- 15.7 The Chairman for the time being of the Club shall preside at all meetings of the Committee at which they are present. In the event of the Chairman not being present the Deputy Chairman of the Club shall be chairman of the meeting. Failing this the Members of the Committee present shall choose one of the Members present to be chairman of the meeting.
- 15.8 The Committee may form such sub-committees (or working groups) and delegate thereto such of its powers as it thinks fit and may recall or revoke any such formation or delegation.
- 15.9 Members of such sub-committees need not be Committee Members.
- 15.10 Unless otherwise decided by the Committee, the chairman of a sub-committee shall have the power to co-opt Members thereto, save that the Committee may alter the Membership of any sub-committee at any time.
- 15.11 Sub-committees shall conduct their business in accordance with any Bye-laws prescribed by the Committee and the provisions of these Articles regulating the meetings and proceedings of the Committee as far as applicable and not superseded by any aforementioned Bye-laws
- 15.12 The Committee shall cause proper minutes to be made of the proceedings of all Meetings of the Management Committee and of all its Sub-committees, and all business transacted at such meetings and any such minute of any meeting retained and verified at the subsequent meeting.
- 15.13 A resolution in writing signed by all the Members for the time being of the Committee or of any sub-committee shall be as valid and as effectual as if it had been passed at a meeting of the Committee or of such sub-committee duly convened and constituted.



- 15.14 The chairman of each sub-committee will appoint one Member of that sub-committee to provide to the Treasurer or in their absence to the Chairman of the Club by 1 November in each year an annual budget and at intervals of no more than three months to report any variance(s) to that annual budget.
- 15.15 All acts bona fide done by any meeting of the Committee or of any sub-committee or by person acting as a Member of the Committee 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 Committee.
- 15.16 The Committee shall have the power from time to time to make, alter and repeal all such Bye-laws as it may deem reasonably 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, and all such Bye-laws so long as they shall be in force shall be binding on all Members. Provided that no Bye-law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Club and that any Bye-laws may be set aside by a Special Resolution of a General Meeting of the Club.
- 15.17 Any changes to bye-laws shall require a 75% majority vote with a minimum of eight (8) members present

## **16 SEAL**

- 16.1 Any common seal may only be used by the authority of the Committee Members.
- 16.2 The Committee Members may decide by what means and in what form any common seal is to be used.
- 16.3 Unless otherwise decided by the Committee Members, if the Club has a common seal and it is affixed to a document, that document must also be signed by at least two Committee Members or one Committee Member and the Company Secretary.
- 16.4 Such signatures are conclusive evidence that a document has been properly and validly executed.

## **17 ACCOUNTS**

- 17.1 The Committee shall cause accounting records to be kept in accordance with section 386 of the Companies Act 2006 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.
- 17.2 The books of accounts in paper or electronic form shall be available for inspection by any Committee Members and by Voting Members at any reasonable time during working hours.
- 17.3 At least once in each financial year the Committee shall:
- (a) 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
  - (b) Lay the Accounts before the Club in General Meetings not more than two (2) months following the date of publication. Every such balance sheet shall be accompanied by a report of the Committee and a report of the Auditors and a copy of the Accounts including any other document required by law shall, at least twenty-one 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.

17.4 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.

17.5 The Auditors shall be appointed and their duties regulated in accordance with the Act.

## **18 INDEMNITY**

18.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Committee Member may otherwise be entitled, every Committee Member or other Officer of the Club shall be indemnified out of the assets of the Club against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour or in which he is acquitted or in connection with any application in which relief is granted to them 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 Committee.

## **19 NOTICES**

19.1 Notices of any Meeting required by these Articles, to Members and Auditors shall be sent to Members via email and if not available, by post at the address listed in the List of Members, to be sent 28 calendar days before the date of the meeting.

19.2 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 confirming 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.

19.3 The primary method of service of notices will be by electronic mail sent to the Members to an address supplied to the Club by the Member and recorded in the List of Members. Delivery will be deemed as having occurred within 24 hours of dispatch.

19.4 Notices sent by post and/or electronic mail will also include instructions to allow Members to access the full notice on the web site.

19.5 Notices will also appear on the Club web site at least twenty-one (28) days prior to the date of the Meeting.

## **20 Disciplinary & Grievance Procedures**

As set out in detail in the Bye-Laws, disciplinary processes enable the Club to deal with disputes, complaints and grievances.

The MC may take disciplinary action against a Member in accordance with these Disciplinary Procedures if it is determined that the Member:

20.1.1. HAS FAILED TO COMPLY WITH THE CLUB'S ARTICLES; OR HAS FAILED TO COMPLY WITH THE CLUB'S BYE-LAWS;

20.1.2. OR REFUSES TO SUPPORT THE PURPOSES OF THE CLUB

20.1.3. OR HAS ENGAGED IN CONDUCT PREJUDICIAL TO THE CLUB.

If the Management Committee is satisfied that there are sufficient grounds for taking disciplinary action against a Member, then further steps will be taken as set out in the Bye-Laws.

## APPENDIX A: PROXY VOTING FORM

Aston Martin Owners Club Limited (Registered in England and Wales, No. 497630)

I, (name),..... of (Town/City)..... Membership number: ..... being a Voting Member of the Aston Martin Owners Club:

Appoint (name).....of (Town/City).....Membership number.....

(being a Voting Member of the Aston Martin Owners Club)

or

The Chairman of the Meeting

To be my Proxy to attend, speak and vote in my name and on my behalf at the General Meeting of the Club to be held on (date) ..... and at any adjournment of that meeting

This form is to be used in respect of the Resolutions mentioned below as follows:

Resolution No. 1 for/against/abstain\*

[RESOLUTIONS TO BE VOTED ON]

Unless otherwise instructed the Proxy may vote as they think fit or abstain from voting.

Signed .....date .....

**Appendix B: European Region (source: United Nations)**

Albania	Andorra
Austria	Belgium
Bosnia and Herzegovina	Bulgaria
Italy	Croatia
Czech Republic (Czechia)	Denmark
Estonia	Faeroe Islands
Finland	France
Germany	Gibraltar
Greece	Hungary
Iceland	Ireland
Latvia	Liechtenstein
Lithuania	Luxembourg
Malta	Moldova
Monaco	Montenegro
Netherlands	North Macedonia
Norway	Poland
Portugal	Romania
San Marino	Slovakia
Slovenia	Serbia
Spain	Sweden
Switzerland	Turkey
	Ukraine

**APPENDIX C: The Americas Region (source: United Nations)**

Anguilla	Antigua and Barbuda
Argentina	Aruba (Netherlands)
The Bahamas	Barbados
Belize	Bermuda
Bolivia	Bonaire (Netherlands)
Bouvet Island (Norway)	Brazil
British Virgin Islands	Canada
Cayman Islands	Chile
Clipperton Island (France)	Colombia
Costa Rica	Cuba
Curaçao (Netherlands)	Dominica
Dominican Republic	Ecuador
El Salvador	Falkland Islands
French Guiana (France)	Greenland (Kingdom of Denmark)
Grenada	Guadeloupe (France)
Guatemala	Guyana
Haiti	Honduras
Jamaica	Martinique (France)
Mexico	Montserrat
Navassa Island (United States / Haiti)	Nicaragua
Panama	Paraguay
Peru	Puerto Rico (United States)
Saba (Netherlands)	Saint Barthélemy (France)
Saint Kitts and Nevis	Saint Lucia
Saint Martin (France)	Saint Pierre and Miquelon (France)
Saint Vincent and the Grenadines	Saint Eustatius (Netherlands)
Saint Maarten (Netherlands)	South Georgia and
South Sandwich Islands	Suriname
Trinidad and Tobago	Turks and Caicos Islands
United States of America	U.S. Virgin Islands
Uruguay	Venezuela





