

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY GUARANTEE WITHOUT A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**- of -**

**THE ROYAL AUTOMOBILE CLUB LIMITED**

**(COMPANY NUMBER: 3570702)**

Adopted by special resolution on 19 July 2023

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## **1. INTERPRETATION AND LIMITATION OF LIABILITY**

### **1.1 Defined terms**

In the articles, unless the context requires otherwise:

**Act** means the Companies Act 2006, as amended from time to time;

**articles** means the Company's articles of association;

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

**chairman** has the meaning given in article 4.6;

**chairman of the meeting** has the meaning given in article 6.5.3;

**Club** means The Royal Automobile Club;

**Club Rules** means the Rules of The Royal Automobile Club, as amended from time to time;

**Club Secretary** means the secretary of the Club from time to time;

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

**Company** means The Royal Automobile Club Limited, registered in England and Wales with company number 3570702;

**director** means 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 Communications Act** means the Electronic Communications Act 2000, as amended from time to time;

**electronic communication** has the same meaning as in section 15 of the Electronic Communications Act;

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

**member** has the meaning given in section 112 of the Act;

**Member Information** means notices, documents or information which the Company wishes or is required to communicate to members including, without limitation, annual reports and accounts, interim financial statements, summary financial statements, notices of meetings and proxy forms;

**office** means the registered office for the time being of the Company;

**Old Club Company** means the company previously incorporated in England under registered number 55136, which was dissolved on 8 April 2009;

**ordinary resolution** has the meaning given in section 282 of the Act;

**participate**, in relation to a directors' meeting, has the meaning given in article 4.4;

**proxy notice** has the meaning given in article 7.4.1;

**secretary** means the secretary of the Company;

**special resolution** has the meaning given in section 283 of the Act;

**Statutes** means the Act and every other statute (including any orders, regulations or other subordinate legislation made under them) for the time being in force concerning companies and affecting the Company (including, without limitation, the Electronic Communications Act);

**subsidiary** has the meaning given in section 1159 of the Act;

**website communication** means the publication of a notice or other Member Information on the Company's website in accordance with Part 4 of Schedule 5 to the Act; 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.

Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Act as in force on the date when the articles become binding on the Company.

Headings are for convenience only and shall not affect construction.

If, and for so long as, the Company has fewer than ten members, the articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary.

## **1.2 Objects**

**1.2.1** The Company's objects are inter alia to:

- (a) maintain and conduct a private members' club and to provide a clubhouse or clubhouses for the accommodation of members of the Company and their guests, to provide dining, recreational and sporting facilities and to promote the best interests of motorists and motor sport;
- (b) afford to members of the Company such support and assistance, whether moral, pecuniary or otherwise, as may be thought fit

towards the protection and defence of their rights as owners of motor vehicles;

- (c) organise or subscribe to and assist exhibitions, races and competitions relating to motor vehicles and to offer prizes at such exhibitions and competitions or otherwise as may be thought fit; and
- (d) organise or subscribe to and assist tours and excursions with motor vehicles or otherwise for members of the Company and their friends.

### **1.3 Liability of members**

**1.3.1** 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 or she is a member or within one year after he or she ceases to be a member, for:

- (a) payment of the Company's debts and liabilities contracted before he or she 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.

### **1.4 Registered Office**

The registered office of the Company will be situate in England.

## **2. MEMBERS**

### **2.1 Admission of Members**

**2.1.1** The subscribers to the memorandum of association of the Company and such other persons as are admitted to membership in accordance with the articles shall be members of the Company.

**2.1.2** The directors shall have unfettered discretion as to the persons they admit to membership of the Company provided that they shall not admit to membership any person who is not a life member or full member of the Club (as defined in the Club Rules) and who has not applied for membership in a form approved by the directors.

**2.1.3** A member may resign his or her membership of the Club at any time by notice in writing to the secretary (if any) and to the Club Secretary. Membership of the Company shall cease upon a member ceasing, for any reason, to be a life member or full member of the Club (as defined in the Club Rules).

**2.1.4** Membership shall not be transferable and shall cease on death.

## **2.2 Applications for membership**

- 2.2.1** No person shall become a member of the Company unless:
- (a) that person has completed an application for membership in a form approved by the directors; and
  - (b) the directors have approved the application.

## **2.3 Special Members**

- 2.3.1** Following the Scheme (as defined below) becoming effective, the directors of the Company at that time elected seven members of the Company (not being directors of the Company) to be special members of the Company. The following provisions of this article 2.3 shall apply with respect to the special members of the Company from time to time. The reference above to the "**Scheme**" is to the scheme of arrangement proposed by the Old Club Company under section 425 of the Companies Act 1985 pursuant to which members of the Old Club Company became members of the Company.
- 2.3.2** The special members of the Company may admit further persons as special members of the Company and they shall ensure that the number of special members of the Company is at all times at least five but at no time exceeds eleven.
- 2.3.3** Each special member of the Company shall immediately before and at the time of his or her election as such be a member of the Company provided no special member may be a director of the Company. Special membership of the Company shall not be transferable.
- 2.3.4** A special member of the Company may resign his or her special membership at any time by notice in writing to the secretary (if any) (or, if there is no such secretary, the directors) and to the other special members of the Company and he or she shall cease to be a special member of the Company upon ceasing to be a member of the Company or upon appointment as a director of the Company. A special member of the Company shall cease to be a special member if a majority in number of the other special members of the Company resolve at a meeting of the special members of the Company convened in accordance with article 2.3.8 that his or her special membership of the Company shall cease.
- 2.3.5** The special members of the Company shall, save as set out in articles 2.3.6, 2.3.7, 2.3.12 and 7.1.3 have no rights in addition to those rights which they have as members of the Company.
- 2.3.6** The special members of the Company may, by resolution passed at a separate meeting of special members held in accordance with article 2.3.8, prevent the Company from proposing or consenting to the proposal of any compromise

or arrangement pursuant to Part 26 of the Act between the Company and its members, or any class of them, or between the Company and its creditors, or any class of them. References in this article to Part 26 of the Act are to Part 26 of the Act as it may from time to time be consolidated, amended, modified or re-enacted.

**2.3.7** Notwithstanding the directors' powers under article 3.1, the Company shall neither propose nor agree to take part in nor be bound by any such compromise or arrangement as is referred to in article 2.3.6 unless a meeting of the special members of the Company has been duly convened and held in accordance with article 2.3.8 and it has been resolved by the special members present at that meeting that such proposals may be made.

**2.3.8** The following provisions shall apply with respect to meetings of special members of the Company:

- (a) Any special member may call a meeting of the special members of the Company. At least seven days' notice in writing shall be given to each special member of such a meeting. Notice of a meeting of the special members of the Company shall be deemed to be properly given to a special member if it is delivered to the special member personally in writing (and, if given in this manner, shall be deemed to have been given to such special member at the time when it is so delivered) or sent in writing to the special member to the address at which he or she is registered as a member of the Company. Where notice is sent to the special member at such address, the provisions of article 8.1 shall apply.
- (b) The special members may, subject as set out, regulate the proceedings of meetings of the special members as they see fit.
- (c) No business shall be transacted at any separate meeting of the special members unless a quorum is present. The quorum shall be five special members of the Company present in person or by proxy at the meeting.
- (d) The special members may elect any one of their number to act as chairman of any separate meeting of special members of the Company.
- (e) Questions arising at any separate meeting of the special members shall be decided by majority vote cast in person or by proxy. Each special member present in person or by proxy at such a meeting shall have one vote. The chairman of any such meeting shall have no second or casting vote.



- (f) The continuing special members of the Company or a sole continuing special member of the Company may act notwithstanding any vacancies in their number but, if the number of special members of the Company is less than the minimum number fixed as the quorum for meetings of special members of the Company, the continuing special members or special member of the Company may only act for the purposes of filling vacancies in their number. In the event that there are no special members of the Company remaining, the Company may appoint such number of new special members as it sees fit provided such number shall not exceed the maximum number set in article 2.3.2.

**2.3.9** The special members shall cause minutes to be made in books kept for the purpose:

- (a) of all appointments of special members made by the special members; and
- (b) of all proceedings at meetings of the special members, including the names of the special members present at each such meeting,

and shall deliver copies of all such minutes to the secretary (if any) (or, if there is no such secretary, the directors).

**2.3.10** No special member of the Company shall be entitled to accept or retain any payment made to him or her, or any other right or benefit conferred upon him or her, by any person in his or her capacity as or by virtue of his or her position as a special member of the Company and any such special member shall promptly on the request of the Company transfer any such payment which he or she has received or do everything in his or her power to transfer any such right or benefit which he or she has received (as the case may be) to the Company.

**2.3.11** The rights of the special members under this article 2.3 may not be varied or abrogated unless at least three-quarters of the special members have consented in writing to such variation or abrogation.

**2.3.12** On any resolution of the Company to vary or abrogate all or any of the provisions of article 7.1.3, the special members of the Company voting against such a resolution shall, provided that they represent a majority of the special members of the Company at the time they cast their votes, collectively have such number of votes as exceeds by one vote 25 per cent. of the votes of members which may be cast on such a resolution.

### **3. DIRECTORS**

#### **Directors' powers and responsibilities**

#### **3.1 Directors' general authority**

Subject to the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

#### **3.2 Members' reserve power**

**3.2.1** The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

**3.2.2** No such special resolution invalidates anything which the directors have done before the passing of the resolution.

#### **3.3 Directors may delegate**

**3.3.1** Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

**3.3.2** If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

**3.3.3** The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **3.4 Delegation of powers**

**3.4.1** The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they think fit.

**3.4.2** Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

- 3.4.3** The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

## **4. DECISION-MAKING BY DIRECTORS**

### **4.1 Directors to take decisions collectively**

The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 4.2.

### **4.2 Resolutions without directors' meetings**

- 4.2.1** The directors (or the members of any committee for the time being) may take a majority decision other than at a duly constituted meeting of the board if all the directors (or, where applicable, committee members) have been made aware of the relevant matter and the need for a decision to be made on it, the directors (or, where applicable, committee members) have had a reasonable opportunity to communicate their views of the matter and the decision to each other and a majority of the directors (or, where applicable, committee members) indicate their agreement, by any means, to a particular decision on that matter.

- 4.2.2** Any decision so taken shall also be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of the committee properly called and constituted.

- 4.2.3** A resolution in writing executed by all the directors for the time being entitled to receive notice of a meeting of the board (if that number is sufficient to constitute a quorum) or by all the members of a committee for the time being shall also be as valid and effectual as a resolution passed at a meeting of the board or, as the case may be, of the committee properly called and constituted.

- 4.2.4** The resolution may be contained in one document or in several documents in like form each executed by one or more of the directors or members of the committee concerned.

### **4.3 Calling a directors' meeting**

- 4.3.1** Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the secretary (if any) to give such notice.

- 4.3.2** Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and

- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

**4.3.3** Notice of a directors' meeting must be given to each director, but need not be in writing.

**4.3.4** Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company (marked for the attention of the secretary (if any) or, if there is no such secretary, the other directors) not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

#### **4.4 Participation in directors' meetings**

**4.4.1** Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

**4.4.2** In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

**4.4.3** 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.

#### **4.5 Quorum for directors' meetings**

**4.5.1** At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

**4.5.2** The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than four, and unless otherwise fixed it is four.

**4.5.3** If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or

- (b) to call a general meeting so as to enable the members to appoint further directors.

#### **4.6 Chairing of directors' meetings**

- 4.6.1** The directors may appoint a director to chair their meetings.
- 4.6.2** The person so appointed for the time being is known as the chairman.
- 4.6.3** The directors may terminate the chairman's appointment at any time.
- 4.6.4** If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

#### **4.7 Casting vote**

- 4.7.1** If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote.
- 4.7.2** But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

#### **4.8 Conflicts of interest**

- 4.8.1** If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 4.8.2** But if article 4.8.3 applies, a director who is interested in an actual or proposed transaction or arrangement with the Company is to be counted as participating in the decision-making process for quorum and voting purposes.
- 4.8.3** This article applies when:
  - (a) the Company by ordinary resolution disapplies the provision of the articles which would otherwise prevent a director from being counted as participating in the decision-making process;
  - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
  - (c) the director's conflict of interest arises from a permitted cause.
- 4.8.4** For the purposes of this article, the following are permitted causes:

- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries;
- (b) subscription, or an agreement to subscribe, for securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
- (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Company or any of its subsidiaries which do not provide special benefits for directors or former directors.

**4.8.5** For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

**4.8.6** Subject to article 4.8.7, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.

**4.8.7** If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

#### **4.9 Records of decisions to be kept**

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

#### **4.10 Directors' discretion to make further rules**

Subject to the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

### **5. APPOINTMENT OF DIRECTORS**

#### **5.1 Methods of appointing directors**

**5.1.1** Without prejudice to the powers conferred by any other article, any person may be appointed a director by the directors, either to fill a vacancy or as an additional director.

- 5.1.2** There shall not be more than twelve directors of the Company.
- 5.1.3** A director must be a member of the Company.
- 5.1.4** Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution; or
  - (b) by a decision of the directors.
- 5.1.5** In any case where, as a result of death, the Company has no members and no directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a director.
- 5.1.6** For the purposes of article 5.1.5, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

## **5.2 Term of directors' appointments**

- 5.2.1** Directors are expected to serve two consecutive terms (in each case, of up to three years at the discretion of the board). After six years in office as a director, a director may be invited to serve further terms, each of one year, up to a maximum of three such further terms. A director (other than the chairman) may not serve on the board for a continuous period of more than nine years. Following a director's appointment as chairman, such director may serve on the board as chairman for a further period of up to six years from such appointment notwithstanding that such director's aggregate time served on the board exceeds nine years.
- 5.2.2** Any renewal of a director's term of appointment is subject to board review and approval, which shall be at least annually in respect of any term once the director has served for six years. Any renewal of a director's term of appointment is also subject to the relevant director being re-elected by members in accordance with the rotation requirements set out in article 5.3. Notwithstanding any mutual expectation, there is no right to re-nomination by the board.

## **5.3 Retirement by Rotation**

- 5.3.1** At each annual general meeting any director then in office who:
- (a) has been appointed by the board since the previous annual general meeting; or
  - (b) held office at the time of the two preceding annual general meetings and who did not retire at either of them,

shall retire from office but shall, subject to article 5.2, be eligible for re-appointment.

**5.3.2** A retiring director shall (unless he or she is removed from office or his or her office is vacated in accordance with the articles) retain office until the close of the meeting at which he or she retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in the director's place or the resolution to reappoint the director is put to the meeting and lost.

**5.3.3** If the Company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

**5.3.4** No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless:

- (a) he or she is recommended by the directors; or
- (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company (marked for the attention of the secretary (if any) or, if there is no such secretary, the directors) of the intention to propose that person for appointment or reappointment stating the particulars which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his or her willingness to be appointed or reappointed.

**5.3.5** Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him or her at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he or she were so appointed or reappointed, be required to be included in the Company's register of directors.

## **5.4 Termination of director's appointment**

**5.4.1** A person ceases to be a director as soon as:

- (a) that person ceases to be a member of the Company;



- (b) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months; or
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

**5.4.2** In addition, a director may be removed from office if he or she:

- (a) receives written notice signed by or on behalf of all the other directors removing him or her from office, without prejudice to any claim which such director may have for damages for breach of any contract of service or letter of appointment between him or her and the Company; or
- (b) in the case of a director who holds any executive office, ceases to hold such office (whether because his or her appointment is terminated or expires) and the majority of the other directors resolve that his or her office be vacated.

## **5.5 Directors' appointment to executive office and remuneration**

**5.5.1** Directors may undertake any services for the Company that the directors decide.

**5.5.2** Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office and may enter into an agreement or arrangement with any director for his or her employment by the Company or the provision by him or her of services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine. Any appointment of a director to an executive office shall terminate if he or she ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the Company.

**5.5.3** Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and

(b) for any other service which they undertake for the Company.

**5.5.4** Subject to the articles, a director's remuneration may:

(a) take any form; and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

**5.5.5** Unless the directors decide otherwise, directors' remuneration accrues from day to day.

**5.5.6** Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

## **5.6 Directors' expenses**

**5.6.1** The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at:

(a) meetings of directors or committees of directors;

(b) general meetings; or

(c) separate meetings of the holders of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

## **5.7 Directors' gratuities and pensions**

**5.7.1** The directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependents of any director or former director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary undertaking of the Company or with a predecessor in business of the Company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit.

**5.7.2** No director or former director shall be accountable to the Company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.

## **6. ORGANISATION OF GENERAL MEETINGS**

### **6.1 Holding of general meetings**

- 6.1.1** The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and not more than fifteen months shall elapse between the date of one annual general meeting and the next.
- 6.1.2** An annual general meeting and a general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty one clear days' notice. All other general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent. Of the total voting rights at the meeting of all the members.
- 6.1.3** The notice shall specify (i) the time and place of the meeting, (ii) whether the meeting is a physical meeting or a hybrid meeting, (iii) where the meeting is a hybrid meeting, details of the facilities for attendance and participation by electronic means at the meeting, and (iv) the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall specify the meeting as such.
- 6.1.4** The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **6.2 Form of general meetings**

- 6.2.1** In the articles:
- (a) a “**physical meeting**” means a general meeting held and conducted by physical attendance by members and/or proxies at a particular place; and
  - (b) a “**hybrid meeting**” means a general meeting held and conducted by both physical attendance by members and/or proxies at a particular place and by members and/or proxies also being able to attend and participate by electronic means without needing to be in physical attendance at that place.
- 6.2.2** The directors may decide in relation to any general meeting (including a postponed or adjourned meeting) whether the general meeting is to be held as a physical meeting or as a hybrid meeting and shall, for the avoidance of doubt, be under no obligation to convene a meeting as a hybrid meeting whatever the circumstances.

**6.2.3** Subject to the requirements of the Act, the directors may make such arrangements as they may decide in connection with the facilities for participation by electronic means in a hybrid meeting. In the case of a hybrid meeting, the provisions of the articles shall be treated as modified to permit any such arrangements and, in particular:

- (a) references in the articles to attending and being present at the meeting, including in relation to the quorum for the meeting and the right to vote at the meeting, shall be treated as including participating in the meeting by electronic means;
- (b) the meeting shall be duly constituted and its proceedings valid if the chairman of the meeting is satisfied that adequate facilities have been made available so that all persons (being entitled to do so) attending the hybrid meeting by electronic means, may (i) participate in the business for which the meeting has been convened; and (ii) exercise their right to speak by being in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting, but under no circumstances shall the inability of one or more members or proxies to access, or continue to access, the facilities for participation in the meeting despite adequate facilities being made available by the Company, affect the validity of the meeting or any business conducted at the meeting, provided that the meeting is quorate;
- (c) all resolutions put to members at a hybrid meeting, including in relation to procedural matters, shall be decided on a poll and such poll votes may be cast by such means as the directors in their absolute discretion consider appropriate for a hybrid meeting;
- (d) the directors may authorise any voting application, system or facility in respect of the electronic platform for a hybrid meeting as they may see fit; and
- (e) if it appears to the chairman of the meeting that the electronic facilities for a hybrid meeting have become inadequate for the purpose of holding the meeting then the chairman of the meeting may, with or without the consent of the meeting, pause, interrupt or adjourn the meeting (before or after it has started) and the provisions in article 6.8 shall apply to any such adjournment. All business conducted at the hybrid meeting up to the point of the adjournment shall be valid.

**6.2.4** In relation to electronic participation at a general meeting, the right of a member to participate electronically shall include without limitation the right to speak, vote on a poll, be represented by a proxy and have access (including

electronic access) to all documents which are required by the Act to be made available at the meeting.

**6.2.5** If, after the sending of notice of a hybrid meeting but before the meeting is held (or after the adjournment of a hybrid meeting but before the adjourned meeting is held), the directors consider that it is impracticable or unreasonable to hold the meeting at the time specified in the notice of meeting using the electronic facilities stated in the notice of meeting or made available prior to the meeting, they may change the meeting to a physical meeting, change the electronic facilities (and make details of the new facilities available in the manner stated in the notice of meeting), and/or postpone the time at which the meeting is to be held.

**6.2.6** An adjourned general meeting or postponed general meeting may be held as a physical meeting or a hybrid meeting irrespective of the form of the general meeting which was adjourned or postponed.

**6.2.7** The directors or the chairman of the meeting may make any arrangement and impose any requirement or restriction they consider appropriate to ensure the security of the hybrid meeting, or the health and safety of those attending it, including, without limitation, requirements for evidence of identity that is:

- (a) necessary to ensure the identification of those taking part and the security of the electronic communication, and
- (b) proportionate to those objectives.

### **6.3 Attendance and speaking at general meetings**

**6.3.1** A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

**6.3.2** A person is able to exercise the right to vote at a general meeting when:

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- (b) 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.

**6.3.3** The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak (which includes being in a position to communicate) or vote at it.

**6.3.4** In determining attendance at a general meeting, it is immaterial whether the members attending it are in the same place as each other.

- 6.3.5** Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak (which includes being in a position to communicate) and vote at that meeting, they are (or would be) able to exercise them.

#### **6.4 Quorum for general meetings**

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. Ten persons being either members or proxies appointed by members in relation to the meeting, being entitled to vote and present in person shall be a quorum for all purposes.

#### **6.5 Chairing general meetings**

- 6.5.1** If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.

- 6.5.2** If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:

(a) the directors present; or

(b) if no directors are present, the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 6.5.3** The person chairing a meeting in accordance with this article is referred to as "**the chairman of the meeting**".

#### **6.6 Attendance and speaking by non-members**

The chairman of the meeting may permit other persons who are not members of the Company to attend and speak at a general meeting.

#### **6.7 Postponement**

- 6.7.1** If the directors decide that it is impractical or unreasonable for any reason to hold a general meeting at the time, date or place and, if applicable, the electronic platform(s) set out in the notice of the meeting, the directors can change the time, date or place and, if applicable, the electronic platform(s) or postpone the meeting (or both). Subject to the Act, if the directors do this, the time, date or place and, if applicable, the electronic platform(s) of the re-arranged meeting will, if practical, be advertised in such manner as the directors, in their absolute discretion, may determine. Notice of the business of the meeting does not need to be given again.

- 6.7.2** The directors must take reasonable steps to ensure that any member trying to attend the meeting at the original time, date and place and, if applicable, the electronic platform(s) is informed of the new arrangements. If a meeting is re-arranged in this way, proxy forms can be delivered as specified in article 7.5. The directors can also change the place and, if applicable, the electronic platform(s) of the re-arranged meeting or postpone the re-arranged meeting (or both) under this article.

## **6.8 Adjournment**

- 6.8.1** If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 6.8.2** The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 6.8.3** The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 6.8.4** When adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 6.8.5** If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
  - (b) containing the same information which such notice is required to contain.

- 6.8.6** No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **7. VOTING AT GENERAL MEETINGS**

### **7.1 Voting: general**

- 7.1.1** A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 7.1.2** Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Company in respect of his or her membership of the Club, shall be entitled to vote on any resolution or question either personally or by proxy at any general meeting.
- 7.1.3** On any resolution of the Company to vary or abrogate all or any of the provisions of article 2.3, the special members of the Company voting against such a resolution shall, provided that they represent a majority of the special members of the Company at the time they cast their votes, collectively have such number of votes as exceeds, by one, 25 per cent. Of the votes of members which may be cast on such a resolution (but for this article 7.1.3).

### **7.2 Errors and disputes**

- 7.2.1** No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 7.2.2** Any such objection must be referred to the chairman of the meeting whose decision is final.

### **7.3 Poll votes**

- 7.3.1** A poll on a resolution:
- (a) must be held if required in accordance with article 6.2.3(c);
  - (b) may be demanded in advance of the general meeting where it is to be put to the vote; and
  - (c) may be demanded at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 7.3.2** A poll may be demanded by:
- (a) the chairman of the meeting;



- (b) the directors;
- (c) two or more persons having the right to vote on the resolution; or
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

**7.3.3** A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

**7.3.4** Polls must be taken immediately and in such manner as the chairman of the meeting directs.

## **7.4 Content of proxy notices**

**7.4.1** 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 directors may determine; and
- (d) is delivered to the Company (marked for the attention of the secretary (if any) or, if there is no such secretary, the directors) in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.

**7.4.2** The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

**7.4.3** 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.

**7.4.4** 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.

## 7.5 Delivery of proxy notices

**7.5.1** The appointment of proxy and the power of attorney or other written authority (if any) under which it is signed, or a copy of any such power or written authority certified notarially or in any other manner approved by the directors, shall:

- (a) in the case of an appointment otherwise than by electronic communication, be deposited at the office (or at such other place as shall be specified in the notice of meeting or in any instrument of proxy or other document accompanying the same); and
- (b) in the case of an appointment by electronic communication where an address has been specified for the purpose of receiving appointments by electronic communication (i) in the notice convening the meeting, (ii) in any instrument of proxy sent out by the Company in relation to the meeting or (iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting, be received at such address,

not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote or in the case of a poll taken more than 48 hours after it was demanded, not less than 24 hours before the time appointed for taking the poll, and (save as otherwise provided in this article) unless so deposited or received the appointment of proxy shall not be treated as valid. Where a poll is not taken forthwith but is taken less than 48 hours after it was demanded, the appointment of proxy together with any other documents required to be deposited or received pursuant to this article 7.5.1 shall nevertheless be deemed to have been duly deposited if:

- (a) in the case of an appointment otherwise than by electronic communication, they are delivered at the meeting at which the poll was demanded to the chairman of the meeting or the secretary (if any) or to any director; or
- (b) in the case of an appointment by electronic communication, they are received at the address notified by the Company for such purposes,

in each case, at any time prior to the commencement of such meeting and, if so delivered or received, the instrument of proxy shall be treated as valid. In calculating the periods mentioned in this article the directors may determine that no account shall be taken of any part of a day that is not a working day.

- 7.5.2** The deposit, delivery or receipt of an appointment of proxy shall not preclude a member from attending and voting at the meeting or at any adjourned meeting. When two or more valid but differing appointments of proxy are deposited, delivered or received in respect of the same member for use at the same meeting, the one which is deposited with, delivered to or received by the Company (in accordance with the provisions of this article) last in time (regardless of the date of its making or transmission) shall be treated as revoking and replacing any others as regards that member, but if the Company is unable to determine which of any such two or more valid but differing instruments of proxy was so deposited, delivered or received last in time, none of them shall be treated as valid in respect of that member.
- 7.5.3** 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 Company by or on behalf of that person.
- 7.5.4** An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing (marked for the attention of the secretary (if any) or, if there is no such secretary, the directors) given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 7.5.5** 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.
- 7.5.6** If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **7.6 Amendments to resolutions**

- 7.6.1** An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- (a) notice of the proposed amendment is given to the Company in writing (marked for the attention of the secretary (if any) or, if there is no such secretary, the directors) by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 7.6.2** A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

**7.6.3** If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

## **8. ADMINISTRATIVE ARRANGEMENTS**

### **8.1 Means of communication to be used**

**8.1.1** Subject to the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act 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 Company. Anything sent or supplied to the Company under the articles should be marked for the attention of the secretary (if any) or, if there is no such secretary, the directors.

**8.1.2** Subject to the articles, 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.

**8.1.3** A director may agree with the Company 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.

**8.1.4** Any notice or other Member Information may be sent or supplied to any member by the Company either personally, or by sending it by post addressed to the member at his or her registered address or by leaving it at his or her registered address addressed to the member, or by sending or supplying it in electronic form or by website communication in accordance with articles 8.1.6 and 8.1.7.

**8.1.5** Any member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices or documents may be served upon him or her shall be entitled to have notices or documents served upon him or her at that address but, unless he or she does so, he or she shall not be entitled to receive any notice or document from the Company. Any member whose registered address is not within the United Kingdom and who gives to the Company an address for the receipt of communications in electronic form may, at the absolute discretion of the directors, have notices served upon him or her at such address.

**8.1.6** Subject to the provisions of the Statutes, any notice or other Member Information will be validly sent or supplied by the Company to any member in electronic form if that person has agreed (generally or specifically) that the communication may be sent or supplied in that form and:

- (a) the notice or other Member Information is sent using electronic communication (as that term is used in section 1168 of the Act) to such address (or to one of such addresses if more than one) as may for the time being be notified to the Company (generally or specifically) for that purpose or, if the intended recipient is a company, to such address as may be deemed by a provision of the Statutes to have been so specified;
- (b) the notice or other Member Information is sent in electronic form by hand, handed to the recipient or sent or supplied to an address to which it could be validly sent if it were in hard copy form,

and in each case that person has not revoked the agreement.

**8.1.7** Subject to the provisions of the Statutes, any notice or other Member Information will be validly sent or supplied by the Company if it is made available by means of a website communication where the recipient has agreed, or is deemed by the Statutes to have agreed, (generally or specifically) that the communication may be sent or supplied to him or her in that manner and:

- (a) that person has not revoked the agreement;
- (b) that person is notified in a manner for the time being agreed for the purpose between that person and the Company of: (i) the publication of the notice or other Member Information on a website; (ii) the address of that website; and (iii) the place on that website where the notice or other document may be accessed and how it may be accessed;
- (c) the notice or other Member Information continues to be published on the website throughout the period specified in the Act; and
- (d) the notice or other Member Information is published on the website throughout the period referred to in article 8.1.7(c) provided that if the notice or other Member Information is published on that website for a part but not all of such period, the notice or other Member Information will be treated as published throughout the whole of that period if the failure to publish the notice or other Member Information throughout that period is wholly unattributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

**8.1.8** Where in accordance with the articles a member is entitled or required to give or send to the Company a notice in writing, the Company may, if it in its absolute discretion if it so decides (or shall, if it is deemed to have so agreed by any provision of the Statutes), permit such notices (or specified classes thereof) to be sent to the Company by such means of electronic communication as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company, so as to be received at such address as may for the time being be specified (or deemed by the Statutes to be specified) by the Company (generally or specifically) for the purpose. Any means of so giving or sending such notices by electronic communication shall be subject to any terms, limitations, conditions or restrictions that the directors may from time to time prescribe.

## **8.2 Time of Service**

**8.2.1** Any notice or other Member Information, if sent by the Company by post, shall be deemed to have been served or delivered 24 hours after posting. Any notice or other Member Information left by the Company at a registered address otherwise than by post shall be deemed to have been served or delivered when it was so left or sent.

**8.2.2** Where any notice or other Member Information is given by or sent by the Company by electronic means (as that term is used in section 1168 of the Act), it shall be deemed to have been given on the same day as it was sent to an address supplied by the member and in the case of the publication of a notice or other Member Information by website communication, it shall be deemed to have been received by the intended recipient when the material was first made available on the website, or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website pursuant to article 8.1.7.

**8.2.3** Proof that a notice or other document:

- (a) contained in an envelope was properly addressed, prepaid and posted; and
- (b) contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators,

shall be conclusive proof that the notice was given.

## **8.3 Dissolution**

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given, paid or transferred to such public museum or such institution or institutions connected with engineering or the

objects of the Company (as set out in article 1.2) as the directors shall determine at or before the time of dissolution of the Company and, in default of such determination, by such Judge of the High Court of Justice as may have or acquire jurisdiction in the matter, provided that nothing contained herein shall prevent the payment in good faith of remuneration to any officers or servants of the Company or to any member thereof or any other person in return for any services actually rendered to the Company.

#### **8.4 Company seals**

**8.4.1** Any common seal may only be used by the authority of the directors.

**8.4.2** The directors may decide by what means and in what form any common seal is to be used.

**8.4.3** Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

**8.4.4** For the purposes of this article, an authorised person is:

- (a) any director of the Company;
- (b) the secretary (if any); or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **8.5 No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

#### **8.6 Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

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

#### **9.1 Indemnity**

**9.1.1** Subject to article 9.1.2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); and
- (c) any other liability incurred by that director as an officer of the Company or an associated company.

**9.1.2** This article 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.

## **9.2 Insurance**

The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss.

## **9.3 Definitions**

**9.3.1** In this article 9:

- (a) a "**relevant director**" means any director or former director of the Company or an associated company;
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.