

**THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

Company No. 233785

THE SCOTTISH AUSTIN SEVEN CLUB

Incorporated the 4th JULY 2002

**MEMORANDUM and ARTICLES
of
ASSOCIATION**

**SCOTT'S COMPANY FORMATIONS
5 LOGIE MILL
BEAVERBANK OFFICE PARK
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THE COMPANIES ACTS 1985 to 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION

of

THE SCOTTISH AUSTIN SEVEN CLUB

1. The name of the Company (hereinafter referred to as "the Club") is
THE SCOTTISH AUSTIN SEVEN CLUB
2. The Club's registered office is to be situated in Scotland.
3. (i) The aims of the Club, as agreed at the founding meeting, are “to foster and further an interest in Austin Sevens”.

In furtherance of the above objects but not otherwise the Club shall have power:-

- (ii) (a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
- (b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Club may acquire or propose to acquire.
- (c) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property rights of the Club.
- (d) To invest and deal with the moneys of the Club not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(e) To lend and advance money or give credit with or without security to any person, firm or Club, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan.

(f) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, Standard Security, lien or other security upon the whole or any part of the Club's property or assets (whether present or future), and also by a similar mortgage, charge, Standard Security, lien or Security to secure and guarantee the performance by the Club of any obligation or liability it may undertake or which may become binding on it.

(g) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.

(h) To apply for, promote, and obtain any Private Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Club to carry any of its objects into effect or for effecting any modification of the Club's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Club's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Club's interests.

(i) To enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Club's objects or any of them, and to obtain from any such Government or Authority any charters, decrees, rights, privileges or concessions which the Club may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

(j) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other Club constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations, or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(k) To control, manage, finance, any Company or Companies in which the Club has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such Company or Companies and to make payments and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such Company or Companies.

(l) To promote any other Club for the purpose of acquiring the whole or any part of the property or undertaking or any of the liabilities of the Club, or of undertaking any operations which may appear likely to assist or benefit the Club or to enhance the value of any property of the Club, and to subscribe for, or otherwise acquire all or any part of the shares or securities of any such Club as aforesaid.

(m) To sell or otherwise dispose of the whole or any part of the property of the Club, either together or in portions, for such consideration as the Club may think fit, and in particular for shares, debentures, or securities of any Club purchasing the same.

(n) To act as agents or brokers and as trustees for any person, firm or Club.

(o) To employ and remunerate any person, firm or company rendering services to the Club.

(p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Club, or to contract with any person, firm or company to pay the same.

(q) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Club and to solicit and accept subscriptions and donations of any kind and bequests for any of the purposes of the Club.

(r) To grant or make provision for pensions, life assurance, health and retirement benefit to or for employees or former employees and to the widows, widowers, children and other dependants of deceased employees and to pay or subscribe to funds or schemes for the provisions of such pensions and other benefits for such persons.

(s) To establish and support or aid in the establishment and support of any Charitable Trust, Association or Institution and to donate, subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Club.

(t) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(u) To do all such other things as may be incidental or conducive to the attainment of the Club's objects or any of them.

PROVIDED that the objects of the Club shall not extend to the regulation of relations between workers and employees or organisations of workers and organisations of employees.

- 4. The liability of the members is limited.**
- 5. Every Member of the Club undertakes to contribute such amount as may be required (not exceeding £1) to the Club's assets if it should be wound up while he is a member or within one year after he ceases to be a member for payment of the Club's debts and liabilities contracted before he ceases to be a member and of the cost, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves.**

WE, the subscribers to this, Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum

**Names, Addresses and Descriptions
of Subscribers**

**STEPHEN MABBOTT LTD.
14 MITCHELL LANE
GLASGOW
G1 3NU**

**BRIAN REID LTD.
5 LOGIE MILL
BEAVERBANK OFFICE PARK
LOGIE GREEN ROAD
EDINBURGH
EH7 4HH**

DATED the 18th JUNE 2002

Witness to the above Signatures:-

**LOUISE GORDON
5 LOGIE MILL
BEAVERBANK OFFICE PARK
LOGIE GREEN ROAD
EDINBURGH
EH7 4HH**

Company Registration Agent

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

THE SCOTTISH AUSTIN SEVEN CLUB

PRELIMINARY

1. (a) The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Club save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Regulations of the Club.

(b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

(c) Regulations 2 to 35 inclusive, 54, 55, 57, 59, 82, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A shall not apply to the Club.

(d) The words "or with any body corporate which is or has been a subsidiary of the Club or a predecessor in business of the Club or of any such subsidiary" shall be omitted from regulation 87 of Table A.

(e) In regulation 1 of Table A the definition of "the holder" shall be omitted.

MEMBERS

2. The subscribers to the Memorandum of Association of the Club and such other persons as are admitted to membership in accordance with the Articles shall be Members of the Club. No person shall be admitted a Member of the Club unless he is approved by Directors. Every person who wishes to become a Member shall deliver to the Club an application for membership in such form as the Directors require executed by him.

3. Subject to the provisions of any rules or by-laws made pursuant to Article 22 a Member may at any time withdraw from the Club giving at least seven clear days' notice to the Club. Membership shall not be transferable and shall cease on death.

NOTICE OF GENERAL MEETING

4. In Regulation 38 of Table A:-

(a) In paragraph (b) the words "of the total voting rights at the meeting of all the Members" shall be substituted for "in nominal value of the shares giving that right" and

(b) The words "The notice shall be given to all the Members and to the Directors and Auditors" shall be substituted for the last sentence.

(c) The following shall be added after the words "shall specify the meeting as such":-
"Provided that the notice shall contain particulars of any Directors who are to retire by rotation or otherwise at the meeting and of any persons who are to be proposed for appointment or re-appointment as Directors at the meeting".

PROCEEDINGS AT GENERAL MEETINGS

5. (a) If a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such a quorum ceases to be 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 time and place or to such time and place as the Directors may determine.

(b) Regulation 41 of Table A shall not apply to the Club.

6. The words "and at any separate meeting of the holders of any class of shares in the Club" shall be omitted from Regulation 44 of Table A.

7. In Regulation 45 of Table A the second and third sentences shall be omitted and the following words substituted therefor:-

"When a meeting is adjourned for twenty-one days or more at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting. The provisions of Regulation 38 of Table A (as amended by these Articles) with respect to the notice to be given of the business to be conducted at a meeting shall apply to such notice of an adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjourned meeting".

8. Paragraph (d) of Regulation 46 of Table A shall be omitted.

VOTES OF MEMBERS

9. On a show of hands every Member present in person shall have one vote. On a poll every Member present in person or by proxy shall have one vote.

APPOINTMENT OF DIRECTORS

10. (a) The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be two.

(b) Regulation 64 of Table A shall not apply to the Club.
11. Regulations 65 to 69 inclusive of Table A (alternate Directors) shall not apply to the Club. The Regulations of Table A which apply to the Club shall be construed as if reference to alternate Directors were omitted therefrom.
12. Regulation 73 of Table A shall be amended by the addition thereto of the following:-

"Provided however that in event of default in holding the first or any subsequent annual general meeting the Directors who were due to retire from office at such meeting shall continue in office until such meeting is duly held, when the provisions of these Articles with respect to retiral shall take effect as if such meeting had taken place timeously".

13. (a) The Words "stating the particulars which would, if he were so appointed or re-appointed, be required to be included in the Club's Register of Directors" shall be omitted from Regulation 76 of Table A.

(b) The second sentence of Regulation 77 of Table A shall be omitted.

DISQUALIFICATION OF DIRECTORS

14. Without prejudice to Regulation 81 of Table A the office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs.

DIRECTORS EXPENSES

15. The words "of any class of shares or" shall be omitted from Regulation 83 of Table A.

PROCEEDINGS OF DIRECTORS

16. In paragraph (c) of Regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

MINUTES

17. The words "of the holders of any class of shares in the Club" shall be omitted from Regulation 100 of Table A.

NOTICES

18. The second sentence of Regulation 112 of Table A shall be omitted.
19. The words "or of the holders of any class of shares in the Club" shall be omitted from Regulation 113 of Table A.

THE SEAL

20. (a) The Club may have a seal if it so wishes. Insofar as the Club has a seal it shall only be used with the consent of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is to be affixed and unless otherwise so determined it shall be signed by a Director and also by the Club Secretary or by a second Director. The Obligation under Clause 6 of Table A relating to the sealing of share certificates shall only apply if the Club has a seal.

(b) Clause 101 of Table A shall not apply to the Club.

(c) The Club may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

INDEMNITY

21. (a) Every Director or other Officer of the Club shall be indemnified out of the assets of the Club against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 of Section 727 of the Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Club and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in the Execution of the duties of his office or in relation thereto; but this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Regulation 118 of Table A shall not apply to the Club.

RULES OR BY-LAWS

- 22. (a) The Directors may from time to time make such rules or bylaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Club and for the purposes of prescribing classes of and conditions of membership and in particular but without prejudice to the generality of the foregoing they may by such rules or bylaws regulate:-**
- (i) The admission and classification of Members of the Club and the rights and privileges of such Members and the conditions of membership and the terms on which Members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by Members.**
 - (ii) The conduct of Members of the Club in relation to one another and to the employees of the Club.**
 - (iii) The setting aside of the whole or any part or parts of the premises of the Club at any particular time or times or for any particular purpose or purposes.**
 - (iv) The procedure at General Meetings and Meetings of the Directors and Committees of the Directors in so far as such procedure is not regulated by these presents.**
 - (v) And generally all such matters as are commonly the subject matter of rules or bylaws of a Club formed for the purposes of the Club.**
- (b) The Club in General Meeting shall have the power to alter or repeal the rules or bylaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Club all such rules or bylaws which so long as they shall be in force shall be binding on all Members of the Club; provided nevertheless that no rule or bylaw shall be inconsistent with or shall affect or repeal anything contained in the Memorandum and Articles of Association of the Club.**

CLUB NOT FORMED FOR PROFIT

- 23. (a) The profits or other income of the Club shall be applied in promoting its objects.**
- (b) No distribution shall be made by way of dividend to the members of the Club.**

(c) If upon the winding up or dissolution of the Club 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 Club but shall be given or transferred to some Institution having objects similar to the objects of the Club, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Club under or by virtue of Articles 23(a) and (b) respectively hereof, such Institution or Institutions to be determined by the Members of the Club at or before the time of dissolution and insofar, as effect cannot be given to such provision then to some other charitable objects.

Nothing herein shall prevent any payment in good faith by the Club:-

- (i) Of reasonable and proper remuneration to any member, officer or employee of the Club (including the Secretary) for any services rendered to the Club.**
- (ii) Of reasonable and proper consideration for the purchase by the Club of any property, asset or interest herein from any member, Director, or employee of the Club.**
- (iii) Of interest on money lent by any member, Director, or employee of the Club at a reasonable and proper rate per annum.**
- (iv) Of reasonable and proper rent or other periodic payment for property let or occupied by the Club to any member, Director or employee of the Club, or**
- (v) to any Director of reasonable out-of-pocket expenses.**

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G1 3NU**

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DATED the 18th JUNE 2002

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