

THE COMPANIES ACT 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
SCOTTISH AUTO-CYCLE UNION LIMITED**

1. The name of the Company is:- “SCOTTISH AUTO-CYCLE UNION LIMITED” (HEREINAFTER CALLED “the Company”).
 2. The registered office of the Company will be situate in Scotland.
 3. The objects for which the Company is established are:-
 - a) To acquire, assume and take over all of the assets and liabilities, rights and obligations of the Scottish Auto-Cycle Union, 28 West Main Street, Uphall, West Lothian.
 - b) To draft, propose, make and administer rules and regulations for the government of motorcycling as a sport in Scotland as an affiliated National Club of the Auto-Cycle Union.
 - c) To promote, foster and encourage the participation in and the appreciation and enjoyment of motorcycling in general.
 - d) To authorise, regulate, promote, organise and sponsor motorcycle teams, contests, competitions and events of all kinds.
 - e) To prepare maintain and adjudicate upon motorcycling records and registers and to issue licences and permits to persons or bodies connected with motorcycling.
 - f) To act on its own behalf or on behalf of members or motor-cycling in general with regard to any matter which may seem to be detrimental to the objects of the Company or motor-cycling in general and to promote defend and safeguard all of the rights and privileges of the Company or its members or motor-cycling or motor-cyclists in general.
 - g) And to manufacture, but, sell, maintain and otherwise deal in any article or thing and offer any service capable of being used or utilised for all or any of the foregoing objects of the Company or likely to be required by members of or persons having dealings with the Company.
 4. In furtherance of the foregoing objects the Company shall have the following powers:
 - a) To conduct appeals for money or other gifts or for any other assistance for any of the purposes of the Company and to solicit and accept subscriptions and donations of any kind and bequests for any of the/
- Name changed on 29th March 1990 from Auto-Cycle Union (Scotland) Limited.

The purposes of the Company.

- b) To purchase, take on lease, or feu or exchange, hire or by any other means acquire or take options over and to hold, let, sub-let, licence and use any property whatever, or any rights interests or privileges of any kind over or in respect of any property.
- c) To apply for, register, purchase or by other means acquire anywhere in the world any patents, patent rights, brevets d’invention, trademarks, designs, licences, concessions, intellectual property, know-how and secret processes of whatsoever kind (hereinafter referred to as “the intellectual rights”) or to purchase or by other means acquire any interest or rights whatsoever therein including any interest in any royalties or other income produced by any intellectual rights; to protect, prolong, renew, alter modify

in any way whatsoever any such intellectual rights; to use, exploit, manufacture under, grant licences or sub-licences, concessions or sub-concessions and other privileges in respect of any such intellectual rights; and to improve, experiment with or upon, test, and carry out research and development in respect of any inventions, processes or matters covered by any such intellectual rights or arising out of them.

- d) To acquire the whole or any part of the undertaking, business, goodwill or assets of any individual or company carrying on any business or businesses which the Directors consider might be advantageously carried on by the Company or to acquire any interest in, amalgamate with or enter into partnership or any arrangement for sharing profits or for co-operation or for mutual assistance with any such individual or company or for subsidising or otherwise assisting any such individual or company; and as all or part of the consideration for any such acquisition, amalgamation, entering into partnership or arrangement to take over or become liable for all or any of the obligations or liabilities of such individual or company or to accept any shares, debentures, debenture stock, securities or to give any debentures, debenture stock or securities or some other form of consideration or combination thereof that may be agreed upon and to hold and retain or sell mortgage and deal with shares, debentures, debenture stock, securities or other form of consideration so received.
- e) To improve, alter, modify, manage, construct, repair, develop, exchange, refurbish, 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 and rights of the Company.
- f) To invest and deal with the moneys of the Company not immediately required in such manner (whether secured or unsecured, speculative or otherwise) as the Directors may from time to time determine and to hold or otherwise deal with any investments made.
- g) To lend and advance money or give credit on such terms as the Directors may determine and with or without security to any person whether customers of the Company or not and whether otherwise connected with the Company or not.
- h) To give guarantees, to enter into contracts of indemnity and suretyships of all kinds, and to receive money on deposit or loan all upon any terms and conditions and in any manner.
- i) To secure upon the whole or any part of the Company's property undertaking and assets from time to time or guarantee on any terms and conditions and in any manner the payment of any sums of money or the performance of any obligation by any company or individual including without prejudice to the generality of the foregoing any member company, subsidiary or other subsidiary company of any member company.
- j) To borrow or raise money in such sums and/or currencies and in any way whatsoever and to secure the repayment of any money borrowed, raised or owing by mortgage, charge standard security or other security upon the whole or any part of the Company's property, undertaking or assets from time to time and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- k) To draw, make accept, endorse, discount, negotiate, execute, issue and otherwise deal in or with cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- l) To apply for, promote and obtain by any Act of Parliament, order, or licence of the Department of Trade or other Department of State, governmental, public or judicial authority or tribunal to enable the Company to effect any of its objects or to effect any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to benefit and promote the Company's interests; and to oppose any proceedings or applications of the Department of Trade or any other Department of State, governmental, public or judicial authority, court or tribunal, which may seem calculated directly or indirectly to prejudice the Company's interests.
- m) To enter into any arrangements with any Government or authority anywhere in the world whether supreme, municipal, local or otherwise that may seem conducive to the attainment, in whole or in part, directly or indirectly, of the Company's objects or

any of them or otherwise in the Company's interests and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Directors consider desirable or which promote the Company's interests and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions so obtained.

- n) To subscribe for, take, purchase 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 other company 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.
- o) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company 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 by way of subvention or otherwise 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.
- p) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- q) To sell or otherwise dispose of in whole or in part any of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, stocks, debenture stock, bonds or securities of any company purchasing the same.
- r) To act as agents brokers or trustees for any company or individual and to undertake and perform sub-contracts.
- s) To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.
- t) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- u) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or persons who are or have been its Directors or persons who are or have been employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of the predecessors in business of the Company and to the spouses, widows, widowers, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants.
- v) To procure the Company to be registered or recognised in any part of the world.
- w) 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.
- x) To do all such other things as may be deemed incidental or conducive to the attainment, in whole or in part, of the Company's objects or any of them.

The objects and powers set out above shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object(s) or power(s) set out above or from the name of the company. The word "company"

in this Memorandum, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

5. The income and property of the Company whencesoever and wheresoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company.

PROVIDED that nothing herein shall prevent

- a) The gratuitous distribution among or a sale at less than cost to Members of the public of any books, pamphlets or other publications of the Company relating to all or any of its objects.
 - b) The payments in good faith of reasonable and proper remuneration to any officer, agent or servant of the Company (temporary or permanent) or to any Member of Director of the Company in return for any services actually rendered to the Company or outlays properly incurred on its behalf duly authorised by the directors.
 - c) The payment in good faith by the Company of interest at a rate not exceeding two per centum per annum below the base rate for lending from time to time of the Royal bank of Scotland plc on money lent or reasonable and proper rent for premises let by any member or Director of the Company.
 - d) The payment in good faith to any Director of out of pocket expenses incurred by him in or about the performance of his duties duly authorised by the directors at a management meeting.
6. The liability of the Members is limited.
7. Every member of the Company 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 afterwards for payment of the debts and liabilities of the Company contracted before he ceased to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
8. If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever subject to any prior rights created independently of this Memorandum the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income or property among its or their members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 hereof, such institution or institutions to be determined by the members of the Company at or before the time of dissolution and if and so far as effect cannot be given to such provision then to some institution or institutions recognised as a charity in law.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

LYCINDAS SECRETARIES LIMITED
292 ST. VINCENT STREET
GLASGOW G2 5TQ

EOGHAINN CHARLES McEWAN MacLEAN
ST. VINCENT STRT
GLASGOW G2 5TQ

LIMITED COMPANY

TRAINEE SOLICITOR

DATED THE 5th DAY OF DECEMBER 1989

Witnesses to the above signatures:

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
SCOTTISH AUTO-CYCLE UNION

22 September 2022

PRELIMINARY

1. (a) In these Articles:

“the Act” means the Companies Act 2006 and any modification or re-enactment thereof.

“Table A” means Table A contained in the Companies (Tables A to F) Regulations 2006.

“Table C” means Table C contained in the Companies (Tables A to F) Regulations 2006.
- (b) The regulations contained in Table A as applied and modified by Table C shall apply to the Company save in so far as they are excluded or modified hereby. The Regulations numbered 2 to 35 (inclusive), 41, 54, 55, 57, 64, 73 to 77 (inclusive) 81, 91, 95, 102 to 105 (inclusive) 110, 114, 116, and 117 of Table A and Regulation 8 of Table C shall not apply, but subject as aforesaid, and in addition to the remaining Regulations of Table A and Table C, the following shall be the Articles of Association of the Company.
- (c) Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the 2006 Act or any modification thereof in force at the date at which these Articles are adopted by the Company.
- (d) Where the context so admits or requires words used herein importing the singular shall be deemed to include the plural and vice versa; the masculine gender shall be deemed to include the feminine gender and vice versa; and a person shall be deemed to include a company, partnership or any form of incorporation.

MEMBERS

2. The subscribers to the Memorandum of Association shall be the first members of the Company but upon the appointment of the first Directors such Directors shall invite such bodies as they think fit to become Members of the Company and the said first members shall be retired as members of the Company.
3. (a) the Directors shall have the right to demand and receive an annual subscription fee from all members, the amount of such subscription fee to be determined by the Company in General Meeting and until so set shall be at the discretion of the Directors.
- (b) The Directors at their discretion may exempt any person from liability for the annual subscription fee.

4. Subject to the provisions of any rules and regulations made pursuant to Article 34 hereof no body shall be admitted a Member of the Company unless such body is approved by a majority of the Directors. Each body which wishes to become a Member of the Company shall deliver to the Company an application for membership in such form as the Directors require executed by it.
5. The Secretary shall keep an accurate Register of Members.
6. The rights of members shall not be transferable or transmissible. Subject to the provisions of any rules and regulations made pursuant to Article 34 hereof any member may withdraw from membership by giving notice in writing to the Secretary of the Company (subject to the provisions of Section 426 of the 2006 Act).

ASSOCIATES

7. The Directors may provide for the admission of such persons as it may think fit to be Associates of the Company, and to provide for the rights, duties and liabilities (if any) of such Associates but so that such person, shall not, by virtue of having been admitted to be Associates as aforesaid, be members of the Company.
8. The Secretary shall keep an accurate Register of Associates.
9. (a) The Directors shall have power from time to time to elect as many patrons, Life Members, Honorary Members, or such other class of Members of the Company as they may think fit. The Patrons, honorary Members of other class of members shall hold such positions for the period laid down by the Directors at the time of their election to such position or if no such period is laid down without limit of time. Notwithstanding the foregoing the Patrons, Life Members, Honorary Members or other class of members may be removed from such positions by the Directors at their sole discretion at any time. All Patrons, Life members, honorary members or other class of member shall not by virtue of having been elected to that position as aforesaid be members of the Company.

(b) The Patrons and Honorary Members or any of them may, at the instance of the Directors, be invited to attend any Meeting of the Directors to assist and advise such Meeting in matters of importance or difficulty but they shall only attend when invited by the Directors so to do and shall not vote at any such Meeting. The Patrons and Honorary members shall not, by virtue of such position receive any notice of or be entitled to vote at any General Meeting of the Company.

NOTICE OF GENERAL MEETINGS OF MEMBERS

10. An annual general meeting and a meeting called for the passing of a special resolution shall be called by at least twenty-one days' notice in writing and a meeting of the Company other than an annual general meeting or a meeting for the passing of a special resolution shall be called by at least fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting. The notice shall be given to all the members and to the Directors and auditors and Regulation 38 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS OF MEMBERS

11. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, the election of Directors, and the appointment of, and the fixing of the remuneration of, the Auditors and the fixing of the remuneration of the Directors.

12. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
13. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjourned meeting and Regulation 45 of Table A shall be construed accordingly.
14. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded either by the Chairman or by any member present in person or by proxy and entitled to vote and Regulation 46 of Table A shall be modified accordingly.
15. Only Affiliated Clubs (as defined in the rules and regulations of the Company) will be entitled to vote at general meetings of the Company. On a show hands every member present in person and entitled to vote shall have one vote. On a poll every Affiliated Club represented personally or by proxy shall be entitled to the number of votes calculated as follows up to a maximum of 5:

NO. OF AFFILIATED CLUB MEMBERS	<u>NO. OF VOTES ENTITLED TO BE CAST</u>
10 - 25 members	1 vote
26 - 50 “	2 votes
51 - 75 “	3 votes
76 - 100 “	4 votes
101 - 125 “	5 votes
126 - 150 “	6 votes
151 - 175 “	7 votes
176 - 200 “	8 votes
201 - 225 “	9 votes
226 - 250 “	10 votes
251 - 275 “	11 votes
276 - 300 “	12 votes
Over 300 “	13 votes

In the event of any dispute as to the number of votes to which an Affiliated Club is entitled, the Secretary’s decision shall, in the absence of manifest error, be final.

16. Subject to the provisions of the Act a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held and such resolution in writing may consist of several documents in like form each signed by one or more of such members.

DIRECTORS

17. The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking or property as security for any debt, liability or obligation of the Company or of any third party.

18. The office bearers referred to in the rules and regulations of the Company shall be the Directors of the Company for the time being.
19. If any Director ceases to be an office bearer referred to in the rules and regulations of the Company for whatever reason he shall immediately cease to be a Director of the Company.
20. Unless and until otherwise determined by the Company in General Meeting, the maximum number of Directors shall be 20 and the minimum number of Directors shall be 5.

ROTATION OF DIRECTORS

21. Directors shall retire by rotation in accordance with the provisions of the rules and regulations made pursuant to Article 34 hereof.
22. A Director appointed to fill a casual vacancy or as an addition to the Board shall retire from office at the Annual General Meeting next following his appointment.

DISQUALIFICATION OF DIRECTORS

23. The office of Director shall be vacated if the Director:
 - a) without the consent of the Company in general meeting holds any other office of profit under the Company; or
 - b) becomes notour bankrupt or makes any arrangement or composition with his creditors generally or grants any trust deed for behalf of his creditors; or
 - c) becomes prohibited from being a Director by reason of any order made under Sections 295 to 300 of the Act; or
 - d) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
 - e) resigns his office by notice in writing to the Company; or
 - f) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by Section 317 of the Act.
24. A Director may not vote as a Director in regard to any contract, transaction or arrangement in which he is interested, or upon any matter arising therefrom, and if he does so vote his vote shall not be counted and he shall not be reckoned in calculating a quorum when any such contract transaction or arrangement is under consideration and Regulation 94 of Table A shall be modified accordingly (e.g. Tendering Contractors, Patrons, Directors of Trustees of other Associated Organisations and bodies).
25. No person other than a Director retiring at the meeting shall unless recommended by the Directors be eligible for election to the office of Director at any general meeting unless, not less than three nor more than twenty one days before the date appointed for the meeting, there shall have been left at the registered office of the Company notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
26. No person shall be or become incapable of being appointed a Director by reason only of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person and no Director shall vacate his office at any time by reason only of the fact that he has attained the age of seventy or any other age.

PROCEEDINGS OF DIRECTORS

27. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed shall be 5.
28. The continuing Directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to the Articles of the Company as the necessary quorum of Directors, the continuing Director or Directors may act for the purpose of summoning a general meeting of the Company, but for no other purpose and Regulation 90 of Table A shall be modified accordingly.
29. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
30. In regulation 92 of Table A the words “bona fide” shall be inserted between the words “All” and “acts” where they appear in the first sentence.

NOTICES

31. Notice of every general meeting shall be given in any manner hereinbefore authorised to:-
 - a) every member except those members who (having no registered address within the United Kingdom) have not supplied to the Company an address within the United Kingdom for the giving of notices to them;
 - b) every person being a legal personal representative of a member where the member would be entitled to receive notice of the meeting;
 - c) the auditor for the time being of the Company; and
 - d) the Chairman and Directors of the Company and Regulation 38 of Table A shall be modified accordingly.

INDEMNITY

32. Every Director or other officer (including Auditor of the Company) shall be indemnified out of the assets of the Company against losses and 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 Sections 144 and 727 of the Act in which relief is granted to him by the Court and no Trustee or other officer (including Auditor) shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company 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.

WINDING UP

33. Clause 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect as if its provisions were repeated in these Articles.

RULES AND REGULATIONS

- 34.a) The Directors may from time to time make such rules and regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Company 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 and regulations regulate:-

- (i) the admission and classification of Members of the Company 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 Company in relation to one another and to any employees of the Company;
 - (iii) the setting aside of the whole or any part or parts of the premises of the Company 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; and
 - (v) generally all such matters as are commonly the subject matter of rules and regulations of a Company formed for the purposes of the Company.
- b) The Company in General Meeting shall have power by Special Resolution to alter or repeal the rules and regulations 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 Company all such rules and regulations which so long as they shall be in force shall be binding on all Members of the Company; provided nevertheless that the rules and regulations shall not be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company,

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

LYCIDAS NOMINEES LIMITED
292 ST VINCENT STREET
GLASGOW
G2 5TQ

LIMITED COMPANY

LYCIDAS SECRETARIES LIMITED
292 ST VINCENT STREET
GLASGOW
G2 5TQ

LIMITED COMPANY

DATED THE 5TH DAY OF DECEMBER 1989

WITNESS TO THE ABOVE SIGNATURES: EOGHAINN CHARLES MCEWAN MACLEAN
292 ST VINCENT STREET
GLASGOW G2 5TQ

TRAINEE SOLICITOR

RULES AND REGULATIONS

OF

SCOTTISH AUTO CYCLE UNION LIMITED

14 January 2024

- 1) These Rules and Regulations should be read in conjunction with the Memorandum and Articles of Association of the Scottish Auto Cycle Union Limited (“the Company”).
- 2) These Rules and Regulations shall be binding on all members of the Company and all members of affiliated or associated clubs. Provided nevertheless that no provision contained herein shall be inconsistent with, or affect, or repeal any provision contained in the Memorandum and Articles of Association of the Company or the terms of the Companies Act 2006.

3) **AFFILIATION**

The Company shall be affiliated to the Auto Cycle Union and the Company and each Affiliated Club shall be entitled to announce and publish such.

4) **COMPOSITION**

The membership of the Company shall consist of:-

- a) Affiliated Clubs; Affiliated Club shall mean a club or association which for the period from one annual general meeting of the Company to the next following has paid a membership fee to the company and such Affiliated Club shall be entitled to the number of votes at general meetings of the Company as calculated in accordance with the Articles of Association of the Company;
- b) Associated Clubs; Associated Club shall mean a club or association which for the period from one annual general meeting of the Company to the next following for whom no membership fee has been paid to the Company and such Associated Club shall not be entitled to vote at general meetings of the Company; and
- c) Patrons, Honorary Members, Life Members, and members of such other classes as may be provided from time to time and such persons as aforesaid shall not be entitled to vote at general meetings of the Company.

5) **MEMBERSHIP**

The following bodies shall be eligible for affiliation or association:-

- (i) a club of motor cyclists: and
- (ii) the motor cycle section of a cycle club, of an automobile club, or any other institution:

6) **APPLICATION PROCEDURE FOR CLUBS**

Application for affiliation shall be made in writing, and shall be accompanied by (1) a copy of the rules of the club; and (2) a full list of its members and office-bearers. Such application shall be brought before the next meeting of the Directors of the Company and if approved the club and its members shall thereupon become entitled to all privileges and subject to all the rules of the Company. Any alterations or additions to the rules of Affiliated Clubs must be officially notified to the Company within fourteen days of adoption, for approval.

7) **ANNUAL FEES**

An annual membership fee shall be remitted by each Affiliated Club and Associated Club to the Company, the amount of this fee to be reconsidered at the Annual General Meeting of the Company. This fee shall become due on the 31st October and shall be paid not later than 30th November.

A joining fee equal to the current membership fee shall be paid on application for membership of a new club.

8) **NON MEMBERSHIP**

If any member of an Affiliated Club or Associated Club ceases to be a member of that club his Company privileges shall immediately terminate.

9) **ARREARS OF FEES**

- a) Any club, the membership fee of which is in arrears at 30th November in any affiliation year, shall be notified in writing by the Company Secretary and if the fee is not paid within fourteen days, the privileges competent to the club in terms of Rule 13 hereof shall cease until such fee is paid, but the liabilities for the fee shall remain.
- b) Any member of an Affiliated Club or Associated Club that may be in arrears with its fees on Company books on 30th November in any affiliation year shall not be granted a licence for competition purposes through such club until such fees are paid.

10) **UNDERTAKING BY CLUB MEMBERS**

Every member of an Affiliated Club or Associated Club shall be bound to abide by the provisions of both the Memorandum and Articles of Association of the Company and the Rules and Regulations of the Company.

11) **TERMINATION OF MEMBERSHIP**

Membership may be terminated by either side giving three months notice in writing to the Secretary. The termination of membership of the Company shall not absolve any member from any liability except in accordance with the terms of clause 7 of the Memorandum of Association of the Company.

12) **DISCIPLINE**

The Directors shall administer discipline of the Company as they shall in their sole discretion see fit with penalties up to expulsion from the Company. In the event of a grave breach by a member of an Affiliated Club or Associated Club, of the rules and regulations of the Company, or of the conduct on the part of any member if an affiliated Club or Associated Club rendering it desirable that he should cease to be associated with the Company, the penalty of expulsion shall be imposed only by a majority of two-thirds of those present at a Directors meeting, the notice of which shall specify the nature of the business to be considered.

Any member subject to a disciplinary decision shall have the right of appeal to a higher body, the progressive levels of which are:

1. S.A.C.U. Appeal Committee; thereafter
2. The Board of Directors of the Company; and thereafter
3. The Auto Cycle Union

13) **PRIVILEGES**

The privileges of membership of the Company, shall be such as may be decided by the Directors from time to time, and subject thereto shall include, inter alia:

- a. The use of the Scottish Auto Cycle Union Badge
- b. The opportunity to participate in motor cycle competitions.
- c. Special purchasing concessions.
- d. Special insurance facilities

14) **ANNUAL MEETING**

The procedures relating to the calling, holding and conduct of Meetings of the Members of the Company are detailed in the Articles of Association of the Company together with details of the voting entitlements of affiliated clubs.

15) **GOVERNMENT OF THE COMPANY**

- a) The Company shall, within the scope of its authority, be self governing and for this purpose may appoint in an advisory capacity various honorary officers. There shall also be elected at the Annual General Meeting or appointed by the Board a Board of Directors and Main Committees as specified below all of whom will be made fully aware of their duties and responsibilities including their input to all political aspects with bearing on our sport and associated activities .
- b) The Directors elected by the members at Annual General Meetings shall consist of person who have served at least one year on Main Committees and shall comprise:
 - (i) a President who shall hold office for three years and be eligible for re-election
 - (ii) three Vice-presidents who shall normally hold office for three years, one of whom shall retire each year and shall be eligible for re-election.
 - (iii) A Chairman who shall hold office for four years and be eligible for re-election;
 - (iv) A Vice Chairman who shall hold office for four years and be eligible for re-election and whose election shall not coincide with that of the Chairman;
 - (v) The Chairman of each of the Main Committees shall be eligible for membership of the Board of Directors for the period of their chairmanship of their respective Committees.
- c) Board appointments

The Board of Directors shall be entitled to appoint up to six Directors (including for the respective offices of Honorary Secretary, Treasurer and Director of Leisure) in accordance with the following procedure:

- (i) any prospective candidate must complete a prescribed application form in respect of the role for which they are applying and submit such completed application form to the Appointments Committee by the published deadline;
- (ii) the Appointments Committee will then consider all timeously submitted application forms and meet with prospective candidates as is necessary to determine which candidate(s) satisfy the competency framework for the position of Director advertised (as the case may be);
- (iii) the Appointments Committee will then provide to the Board the names of all those candidates who satisfy the competency framework for the relevant Director's position and the Board may appoint (by a majority vote at any duly constituted Board meeting) any of such candidates as a Director to hold office for up to three years and thereafter such Director shall be eligible for re-appointment by the Board;
- (iv) the Appointments Committee will be a committee of the Board responsible for assessing whether prospective candidates, who have submitted application forms in accordance with paragraph 15 c) (i) above, have the requisite skills and experience to carry out the proposed role on the Board. The Appointments Committee will comprise of 4 members, 3 or more of which will be Directors of the Company;
- (v) any Director appointed by the Board in accordance with this paragraph 15 c) shall not be obliged to be a member of the Company nor shall they be required to have served on any of the Main Committees.

d) Tenure of Directors

Subject to paragraph 15 g) below:

- (i) each Director elected by the members under paragraph 15 b), other than the Chairman and Vice Chairman, shall not hold office for a continuous period extending beyond the end of the sixth Annual General Meeting after the general meeting at which they were first appointed as Director;
- (ii) the Chairman and Vice Chairman, shall not hold office for a continuous period extending beyond the end of the eighth Annual General Meeting after the general meeting at which they were first appointed as a Director;
- (iii) each Director appointed by the Board under paragraph 15 c) shall not hold office for a continuous period extending beyond the end of the sixth anniversary of the date of their original appointment as Director; and
- (iv) any person who ceases to be a Director for any reason shall not be eligible for election or appointment as a Director for at least two years from the end of their tenure provided that if a Director ceases to be a Director at the end of their first three (or where applicable four) year term of office they may be re-appointed or re-elected (as the case may be) within 2 years of ceasing to be a Director provided further that their first three (or where applicable four) year term of office shall, for the purpose of this paragraph 15 d) be deemed to be continuous with their second three (or where applicable four) year term of office,

and (subject always to paragraph 15 g) below) each Director shall automatically cease to hold office at the end of their tenure as specified in this paragraph 15 d).

e) Retirement

At each Annual General Meeting, one Director elected under paragraph 15 b) (ii) shall retire from office. The Director to retire at each Annual General Meeting will, in the normal course of events, be the longest serving Director elected under paragraph 15 b) (ii). Where a Director elected under paragraph 15 b) (ii) retires in accordance with this paragraph 15 e) and is re-appointed by the members by ordinary resolution at the relevant Annual General Meeting, their retirement shall have no impact on their term of office in accordance with paragraph 15 d) above.

f) Ad hoc appointments

Subject to the terms of the Articles and these Rules and Regulations, it shall be competent for the Board at any time to appoint any person who is willing to act as a Director to fill a vacancy arising for whatever reason and such Director appointed by the Board shall hold office until close of the next following Annual General Meeting

g) Transitional Provisions

Each Director holding office as at the date of adoption of these Articles and Rules and Regulations shall be entitled to serve one further full three (or where applicable four) year term of office after their relevant current term of office expires. At the end of the further three (or where applicable four) year term of office each Director shall automatically cease to hold office as a Director and shall not be eligible for election or appointment as a Director for at least two years after ceasing to hold office.

h) Main Committees

The Main Committees shall be:-

- (i) Trials
- (ii) Moto-Cross and Grass Track
- (iii) Road Racing and Sprint
- (iv) Enduro

And any other discipline committee and or service panel approved by the Directors from time to time.

Composition

These Main Committees shall each have nine members who shall hold office for three years. Three such members shall retire in rotation each year and be eligible for re-election. Each Main Committee shall be entitled to co-opt not more than two members with full voting rights to the same during the current year should vacancies occur. Each Main Committee may also invite persons with specialist knowledge to attend any meeting of the said committee but such persons shall have no right to vote.

Main Committees may appoint sub committees for specific purposes as approved by the Directors. Sub Committees may include persons who are not members of the Union but who possess relevant skills, knowledge or expertise. Sub Committees shall report to their Main Appointing Committee and their decisions shall be subject to confirmation by that committee. The Appointing Main Committee shall also appoint a Sub Committee Chairman. The Chairman of the Appointing committee shall be eligible to attend any meeting of the sub committee ex officio.

i) Committee records

All committees are required to accurately record, confirm and produce minutes of meetings then distribute them to Member Clubs subject to blanking of sensitive names or Groups etc (legal or morally) but still retaining the main facts of the subject being discussed, decisions and actions arising.

j) Discipline Committee

An additional Discipline Committee is formed to cover the aspects of leisure activities involving motorcycling which will be subject to all the conformities & restrictions extended to the other existing sports disciplines.

k) Nominations

Nominations for members of all committees may be submitted only from Affiliated Clubs of the Company and no candidate may be elected to serve on more than one committee. No candidate can be nominated for more than one vacancy on the Board of Directors. The Chairman and Vice Chairman of each Main Committee shall be elected at the first meeting of that Main Committee after the Annual General Meeting of the Company. The Chairman only of that main committee shall, as a registered director of the company, have the right of vote at the Board of Directors.

l) Meetings

The Directors shall meet at least four times a year and additionally whenever summoned by the Chairman or on requisition being made in writing by three or more of its members. Each Main Committee shall meet at least three times a year and additionally whenever summoned by its Chairman or on requisition being made in writing by three or more of its members with voting rights to the Board of Directors.

m) Quorum

The quorum of any of the above-mentioned Main Committees shall be four elected members.

n) Ex officio members

All Directors shall ex officio be members of each of the Main Committees, but shall have no right to vote at meetings of the Main Committees except in the case of a Director attending a meeting of a Main Committee of which he is Chairman.

o) Absence from Meetings

An elected member of any of the above-mentioned committees who fails to attend without due reason at three consecutive committee meetings during the period of his office shall immediately cease to be a member of that committee.

p) Casting Vote

The Chairman at any meeting shall have the right to vote on every motion as a member and in the case of equality, shall have a casting vote.

q) Financial Interest

Without prejudice to the Companies Act 2006 and the memorandum and Articles of Association in respect of the disclosure of Director's interests any person seeking election to, or already elected to, any committee shall be required to divulge in writing to the Company for public disclosure, their direct or indirect financial

interests in any way connected with motor cycle sport or promotion as controlled by the Company. Any Director or member of a Main Committee contracting any such interests whilst in office must comply with this Rule immediately on contracting such interest or submit their resignation as a Director of the Company or from that Main Committee forthwith. Any committee member with such interests must by requirement withdraw from any Company meetings or discussions and not take part in any business being conducted where their declared interests are involved in any way whatsoever.

16) **YEAR END**

The administrative and financial year of the Company shall end on 31st December in each year. The Annual Accounts, independently examined by a suitably qualified person, in accordance with statutory requirements, shall be submitted to the annual Meeting of the Company held not later than 28th February in each year.

17) **ANNUAL MEETING**

Motions for debate at such meeting and committee nominations must be submitted in writing by Affiliated Clubs, signed by the club chairman and club secretary, to reach the Company Secretary no later than six weeks prior to the date of the Annual Meeting.

18) **EXTRAORDINARY MEETING**

An Extraordinary Meeting of the Company shall be convened by the Board of Directors or on requisition by members of the Company representing not less than 10% of the total voting rights of all the members having at the date of the requisition a right to vote at general meetings.

19) **CHAIRMAN FOR ANNUAL MEETING**

At the annual General meeting of the Company the last appointed Chairman, or, in his absence, the Vice-Chairman, shall, until the new Chairman is appointed, be competent to take the chair and conduct the business of the meeting.

20) **R.A.C.**

The Company shall not take action dealing with or affecting motor vehicles other than motor cycles without consultation and consent of the Royal Automobile Club, and the Royal Automobile Club shall not initiate or undertake any events or deal with matters specially relating to motor cycles without consulting the Directors of the Company.

21) **INTERPRETATION**

The decision of the Directors shall be final upon such questions as the correct interpretation of any rules and regulations of the Company.

22) **ALTERING THE RULES**

The Company in General meeting shall have the power, by a majority of two-thirds of the votes cast, to alter, add to, delete or amend any of the foregoing at a meeting of which due notice has been given.

TABLE C

ARTICLES OF ASSOCIATION

PRELIMINARY

1. Regulations 2 to 35 inclusive, 54, 55, 57, 59, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A, shall not apply to the company but the articles hereinafter contained and subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the company.

INTERPRETATION

2. In regulation 1 of Table a, the definition of “the holder” shall be omitted.

MEMBERS

3. 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. No person shall be admitted a member of the company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the company an application for membership in such form as the directors require executed by him.
4. A member may at any time withdraw from the company by giving at least seven clear days’ notice to the company. Membership shall not be transferable and shall cease on death.

NOTICE OF GENERAL MEETINGS

5. 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.

PROCEEDINGS AT GENERAL MEETINGS

6. The words “and at any separate meeting of the holders of any class of shares in the company” shall be omitted from regulation 44 of Table A.
7. Paragraph (d) of regulation 46 of Table A shall be omitted.

VOTES OF MEMBERS

8. 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.

DIRECTORS' EXPENSES

9. The words “of any class of shares of” shall be omitted from regulation 83 of Table A.

PROCEEDINGS OF DIRECTORS

10. In paragraph © of regulation 94 of Table A the word “debentures” shall be substituted for the words “shares, debentures of other securities” in both places where they occur.

MINUTES

11. The words “of the holders of any class of shares in the company” shall be omitted from regulation 100 of Table A.

NOTICES

12. The second sentence of regulation 112 of Table A shall be omitted.
13. The words “or of the holders of any class of shares in the company” shall be omitted from regulation 113 of Table A.