

The Companies Acts 1985 to 2006

COMPANY LIMITED BY GUARANTEE

## ARTICLES OF ASSOCIATION

OF

## THE MOTOR CYCLE INDUSTRY ASSOCIATION LIMITED

(As altered pursuant to a shareholders' Special Resolution dated 20 November 2018)

### INTERPRETATION

1. In these regulations (unless there is anything in the subject or context inconsistent therewith):

"*Accessory and Component Supplier*" includes any person, firm or company who is engaged in the manufacture, assembly, distribution, import or export of parts, components and accessories (including clothing and protective equipment) for motorcycles, motorcycle riders, drivers and passengers.

"*Act*" means the Companies Act 2006.

"*Annual General Meeting*" means the Annual General Meeting of the Company pursuant to Article 52.

"*Appeal Board*" means the appeal board comprising the Chairman, the Chief Executive, one representative from the Company's Solicitors and one representative from the Company's accountants for the purposes of Articles 6 and 14.

"*Associate Member*" means a member of the Company determined as such in accordance with Article 3.

"*Board*" means the board of Directors for the time being of the Company and "member of the Board" shall be construed accordingly.

"*Chairman*" means the chairman for the time being of the Board.

"*Chief Executive Officer*" means the Chief Executive Officer for the time being of the Company.

"*Company*" means the Motor Cycle Industry Association Limited.

"*Criteria and Application Process Document*" means the document detailing the relevant membership criteria and application process (to be amended from time to time by the Company).

"*Director*" means a director of the Company including any person occupying the position of a director by whatever name called.

"*General Meeting*" means a general meeting of the Company other than the Annual General Meeting.

"*Financial Show Benefit*" means a discounted trade space at the Show.

"*Full Member*" means a member of the Company determined as such in accordance with Article 3.

"*Independent Director*" means the director of the Company to be elected pursuant to the provisions of Article 29.

"*Industry*" means the business or trade carried on by members of the Company as described in the Objects Clause of the Memorandum of Association of the Company.

"*In 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.

"*Member*" or "*member*" means a person who is a member of the Company whether a Full or Associate Member.

"*Motorcycle Levy Member*" means those Motorcycle and/or Light Powered Transport Manufacturers who either (i) registered 500 (or such other number as the Board may from time to time by resolution consider appropriate) or more new motorcycles (irrespective of make or model) at the Driver and Vehicle Licensing Agency (or such other official vehicle registration centre as may replace the same) in the previous calendar year or (ii) elect to pay the membership levy (as determined pursuant to Article 75) rather than a membership subscription fee in respect of any financial year of the Company.

"*Motorcycle Levy Appointing Member*" means a Motorcycle Levy Member who in the previous calendar year registered such number of new motorcycles (irrespective of make or model) at the Driver and Vehicle Licensing Agency (or such other official vehicle registration centre as may replace the same) as is equal to or exceeds 1.5% of all such new registrations in that period

"*Motorcycle and/or Light Powered Transport Manufacturer*" includes any person, firm or corporation who is engaged in the manufacture or assembly in the United Kingdom or elsewhere or the import into the United Kingdom of two, three or four wheeled light transport covered within the published scope known as L-category vehicles.

"*Office*" means the registered office of the Company.

"*Service Provider*" means any person firm or corporation providing services to the Industry.

"*Show*" means Motorcycle Live.

"*Show Benefit*" means priority booking to the Show.

"*Special Membership Group*" means any or all of the special membership groups referred to in Article 4 together with such other special membership group or groups as the Board shall from time to time in its absolute discretion determine.

"*Special Resolution*" has the meaning given in Section 283 of the Act.

"*Trainer*" means any person, firm or corporation providing motor cycle training services to the Industry or the public.

"*Vice-Chairman*" means the vice-chairman for the time being of the Board.

Words importing the singular include the plural and vice versa.

Words importing persons include corporations (unless the text required the contrary).

Reference in these Articles to a "*representative*" shall where appropriate be deemed to include reference to the firm or corporation of which that representative is a partner, director or senior executive.

Reference in these Articles to "*he*", "*him*" or "*his*" shall include reference to the appropriate female form.

## **MEMBERSHIP**

2. For the purposes of registration the number of members of the Company is to be taken to be 1,000 and the Board may from time to time register an increase of members.

3. (a) There shall be the following classes of members, namely:

Full Members (which class is sub-divided into two sub-divisions comprising separately subscription paying members and levy paying members);

Associate Members; and

Such other class or classes of members as the Board may from time to time determine.

(b) Any question as to into which class any member falls from time to time shall be determined by the Board in its absolute discretion.

(c) Full Members must belong to one of the categories of trade or business listed in, and

otherwise satisfy, the provisions of, The Criteria and Application Process Document available on request.

- (d) Associate Membership may be granted by the Company at its discretion to an applicant who cannot fulfil the criteria of a Full Member but who satisfies the admission criteria specified in paragraph 2 of The Criteria and Application Process Document and who may contribute to the objects of the Company.
4. The Board shall from time to time decide in its absolute discretion into which of the available special membership groups any member or prospective member falls, provided always that the Board may in its absolute discretion amend, add to and remove from the available special membership groups.
  5. In considering an application and without prejudice to the generality of Article 8, the Board will be entitled to request the provision of information as is reasonably necessary to demonstrate the applicant's suitability for membership.
  6. An applicant who is refused membership will be entitled to request in writing that the Company give to the applicant its reasons in writing for refusal of membership and the applicant will have a right of appeal to the Appeal Board which shall meet and conduct itself in accordance with such rules and terms of reference as the Board shall from time to time determine.
  7. Members shall pay such membership subscriptions or levies as may be determined by virtue of Articles 74 hereof and shall, in consequence of such payment, be entitled to all the rights, privileges and benefits in relation to their respective class (or sub-division of a class) of membership as are provided for in these Articles and such other rights, privileges and benefits as may, from time to time, be determined by the Board.
  8. The Board may for the purposes of determining the Special Membership Group into which a member should fall, or for such confidential purposes as the Board shall in its absolute discretion consider necessary or desirable, require that member to certify in writing to the Directors or Secretary of the Company the interest of that member in the Industry, that member's turnover in respect of any period, or any other information reasonably required by the Board for such purposes.
  9. Annual subscriptions and/or levies shall be payable in respect of the period and on such terms as are set out in Articles 74 and 754 below. The subscription or levy of a member joining during the course of a year shall be abated proportionately by the number of whole calendar months expired at the date of joining since the preceding first day of April, save that a Motorcycle Levy Member shall not have its subscription or levy abated where it receives Show benefits in that membership year
  10. Subscriptions and/or levies shall not be deemed to have been paid (in the absence of any evidence to the contrary) until such time as a remittance for the full amount due in respect thereof has been received at the Office.

11. Every member shall be bound to further to the best of his ability the objects and interests of the Company and shall observe all regulations for the time being of the Company.
12. A member whose annual subscription or levy is more than one month in arrear shall not (in addition to any other penalties or liabilities he may incur for non- or late payment) be entitled to vote or exercise any of the rights conferred by these Articles or otherwise if the Secretary shall have served a notice requiring payment upon the member and the member shall not then have paid the said arrears within seven days of the service of the said notice.

#### **TERMINATION OF MEMBERSHIP**

13. Any member shall be at liberty to withdraw from the Company by giving to the Company at least one calendar month's notice in writing (unless that member is a Motorcycle and/or light powered transport Manufacturer Member in which case that member shall give not less than 12 months' notice in writing) of his intention so to do and at the expiration of such notice he shall cease to be a member without prejudice to any claim for any breach or non-observance of these Articles and, for the avoidance of doubt, any membership subscription or levy that was due and payable prior to the date of cessation of membership shall remain due and payable notwithstanding such cessation of membership and all benefits to which the member is entitled shall forthwith cease upon the expiry of such notice.
14. (a) The Board may, by resolution passed by a majority of its members then present and voting, exclude any member from the Company if, in their absolute discretion and on an objective and non-discriminatory basis, they consider it desirable in the interests of the Company or of the Industry to do so and thereupon the said member shall cease to be a member of the Company.  
  
(b) The basis for expulsion shall include:
  - (i) any of the factors for considering applications to membership listed in The Criteria and Application Process Document ceasing to apply to the member;
  - (ii) the failure to pay any membership subscriptions and/or levies or other sums due to the Company;
  - (iii) any breach of law;
  - (iv) any other objective and non-discriminatory basis which the Board deems, in its absolute discretion, to be appropriate.

provided that no member shall be excluded as aforesaid unless and until he has had notice in general terms of matters which, in the opinion of the Board, render his exclusion desirable and has had an opportunity of appearing before the Board and showing cause why he should not be excluded. The Board shall give a written statement of reasons in respect of any expulsion. The expelled member shall have a right of appeal to the Appeal Board which shall meet and conduct itself in accordance with such rules and terms of reference as the Board shall from time to time determine.

#### **OBLIGATIONS AND POWERS OF MEMBERS**

15. Subject as set out in these Articles a member may delegate to any partner, Director, Secretary, manager, or such other employee or staff member of such member the power to exercise the right of membership on his behalf, save and except the power of delegation hereby conferred. Such delegate may exercise all rights of membership save and except also any rights made personal to individuals and not to members by these Articles but including the right to attend all or any of the meetings of the Company or of any Committee or section of the Company. The Chairman of any such meeting shall have the power to demand the production of a written authority, and if such authority is not produced such delegate shall not be entitled to exercise such right. The delegation of authority shall be in the form from time to time prescribed by the Board. Should other employees or staff of the member wish to attend meetings then they may do so, however the right to the exercise of the member remains in accordance with this Article 15.
  
16. (a) Subject to Article 16(b), every member shall have the right to apply for the allocation to him of space at all exhibitions established, promoted, provided or arranged by the Company or any subsidiary of the Company and to have his name included in the list of applicants therefore, subject however to the rules and regulations applicable to any such exhibition which may be laid down from time to time by the Company or by a Show Management Committee or by such subsidiary of the Company.
  
- (b) No member (other than Motorcycle Levy Members) shall be entitled to receive Financial Show Benefits until and unless that member has been a member of the Company and attended one Show at full exhibiting rate whilst in membership.
  
17. The Board shall have power in its absolute discretion to give, assign to, limit and define the rights, privileges, duties, liabilities and obligations of the various classes of members as defined by Article 3 (or any sub-division of any such class or classes) and its decision in such matter shall be final and binding on all members.
  
18. The Board shall have the right to admit as a member (into such class of membership as it shall determine) such person or persons not otherwise qualified for membership pursuant to Articles 5 or 6 hereof if in its absolute discretion and for objective and non-discriminatory reasons the Board considers that the admission to membership of such person or persons would further all or any of the objects of the Company as set out in Clause 3 (1), (2), (3), (4) or (5) of the Memorandum of Association.

## **THE BOARD AND HONORARY OFFICERS**

19. The business of the Company shall be managed by the Board acting either of its own authority or by delegation of authority as provided for in these Articles. The members of the Board shall be the Directors of the Company within the meaning of the Act.
  
20. The Board of the Company will ensure that any initiative proposed by the Company, or its directors, that will have a mandated direct financial impact upon organisations or entities who are not members of the Company but wholly related to the Industry must be discussed with those entities or organisations by whatever appropriate means and agreement sought before

the initiative is launched.

21. The Board shall consist of such number of representatives as shall be determined by the following provisions of these Articles.
  22. The qualification for membership of the Board shall be that any member of the Board (whether an elected representative, ex-officio or co-opted) shall be (a) in the case of an individual who is a member of the Company, that individual person, or (b) in the case of a firm which is a member of the Company, a partner in that firm, or (c) in the case of a corporation which is a member of the Company, a director or senior executive of that corporation provided always that any such senior executive has the power to commit that corporation legally to any activity or proposal of the Company. Only one representative per member firm or corporation may serve on the Board at any one time.
  23. Associate Members or their respective representatives shall not be eligible for election to the Board.
  24. (a) The Board shall in each period of 12 months commencing on 1 April comprise of the following representatives:-
    - (i) one representative from each of the Motorcycle Levy Appointing Members;
    - (ii) one representative from each of the following Special Membership Groups: Service Providers, Accessory and Component Suppliers and Manufacturers and Importers Special Member Group;
    - (iii) the Chief Executive Officer; and
    - (iv) the Independent Director(s).
  - (b)
    - (i) Each Motorcycle Levy Appointing Member shall notify the Company in writing of the identity of its representative not less than 10 business days prior to the first Board meeting to be held after 1 April in each year.
    - (ii) The representative of each Special Membership Group (other than the Manufacturers and Importers Special Member Group) shall be its chairman.
    - (iii) The representative of the Manufacturers and Importers Special Member Group shall be its vice-chairman.
    - (iv) The representative of the Off Road Special Membership Group will be an appointed levy-paying member, already serving on the Board.
  - (c) The failure by a Motorcycle Levy Appointing Member to appoint or notify to the Company its representative within the period specified in Article 24(b)(i) may at the Board's discretion jeopardise the right of that Motorcycle Levy Appointing Member to appoint a Board representative.
25. Membership of the Board shall not be assignable and deputy, delegate, substitute or proxy membership shall not be permitted save, in the case of Motorcycle Levy Appointing Members or Special Membership Groups, in the event that their nominated representative ceases for any reason to be a member of the Board or ceases to be a partner director or senior

executive of the relevant Motorcycle Levy Appointing Member or chairman or vice-chairman (as appropriate) of the relevant Special Membership Group or in the entire discretion of the Board if other exceptional circumstances prevail or as otherwise set out herein.

26. The Board shall appoint the Chairman and the Vice-Chairman from the representatives on the Board to hold office for 24 months from 1 April in each year, such appointments to be approved by a simple majority of the Board present at the first Board meeting to be held after 1 April 2011 and (in respect of the appointment of the Vice-Chairman) every second year thereafter.
27. Upon the expiry of his two year term the Chairman shall resign and the Vice-Chairman shall automatically become the new Chairman for a period of 24 months and a new Vice-Chairman shall be appointed by the Board in accordance with the provisions of Article 26.
28.
  - (a) If or whenever there shall from any cause be no Chairman or Vice-Chairman of the Company the Board shall appoint one or other of their number to be Acting Chairman or Acting Vice-Chairman of the Company (as appropriate) and such person will hold office until the Chairman or Vice-Chairman (as appropriate) he has replaced was due to resign pursuant to Article 27.
  - (b) The Acting Chairman of the Company shall fulfil and discharge all the functions and duties of the Chairman of the Company and all reference in these Articles to the "Chairman of the Company" shall (where the context so admits) be deemed to refer also to the Acting Chairman.
  - (c) The Chairman of the Company shall be the Chairman of all general meetings of the members of the Company and all Board meetings and, in the case of an equality of votes at any general meeting of the members of the Company or any Board meeting, he shall have a casting vote in addition to any other vote to which he is entitled.
  - (d) The Acting Vice-Chairman of the Company shall fulfil and discharge all the functions and duties of the Vice-Chairman of the Company and all reference in these Articles to the "Vice-Chairman of the Company" shall (where the context so admits) be deemed to refer also to the Acting Vice-Chairman.
29. The Board will appoint a minimum of one Independent Director (who must have a reasonably broad knowledge of the Industry) who will hold office for a period of three years at which point the board reserves the right to extend the Independent Director's term of office for an additional 3 year period, or part thereof, up to a maximum of 6 years in total. In exceptional circumstances, and at the end of the Independent Director's sixth year, the board may consider a further 1 year extension to the term. The role of the Independent Director(s) is to provide an independent view and opinion to the deliberations of the Board as well as to monitor the actions and progress of the Board and to monitor the governance and finances of the Company. In the final year of his appointment, the Independent Director can express in writing to the Board and/or the Company his "whole opinions" on the finances and governance of the Company with a view to the same being appropriately addressed. The Board may adopt or implement any recommendations in the Independent Director's whole opinions with effect from the start of the Company's next financial period. To the extent that the Board has

not adopted or implemented any such recommendations, it will notify the members of its reasonable grounds for not doing so prior to the following Annual General Meeting of the Company.

## **PROCEEDINGS OF DIRECTORS**

30. A quorum for any meeting of the Board shall be 51% (excluding the Chief Executive) personally present and entitled to vote and the meeting of the Board shall be attended by such officers of the Company as the Board shall from time to time direct.
31. If a quorum is not present at any Board meeting within 30 minutes of the time it has been called for then any resolution passed at the inquorate meeting is deemed to have been passed from the date of the inquorate meeting if it is ratified later by the required majority in attendance at a duly convened quorate meeting.
32. The Board shall meet at least 4 times a year at any time and place upon such notice as the Chairman of the Company for the time being shall determine. A member of the Board may only vote in respect of any matter if he is in attendance for the entire meeting, either in person or, with previous authorisation from the Chairman, via phone or video conference. In special circumstances, a meeting of the Board may be conducted wholly by telephone or video conference but only by previous authorisation of the Chairman. Any director not able to take part in a meeting must offer apologies (i.e. substitutes, alternates or proxies are not permitted).
33. The Chairman of the Company shall have power to call a special meeting of the Board at any time as he may think fit, or the Secretary shall call such meeting on the written request of four members of the Board.
34. In the absence of the Chairman of the Company from a Board meeting the Vice-Chairman shall act as the Chairman of that Board meeting or (if he is not present) the immediately past or retiring Chairman, or (in the event of there being no such person present) then such other member of the Board as the Board shall determine and for this purpose the Chief Executive Officer shall be eligible to be elected deputy Chairman for such meeting.
35.
  - (a) The Board may in its absolute discretion co-opt to the Board any member of the Company who is eligible for election to the Board, or any senior executive of the Company, or any member, director or senior executive of any subsidiary of the Company, to serve on the Board and to act in all manner (save to the extent mentioned below) as an elected representative on the Board so long always as there shall not at any one time be more than 20 members of the Board (including any co-opted members) or more than three members of the Board who have been co-opted to the Board.
  - (b) Any member eligible as aforesaid may be co-opted either to fill a vacancy on the Board or for a specific purpose or period or for an unspecified period provided always that any co-opted member shall retire, as if by rotation (and be counted in the numbers of representatives to retire by rotation) after the Annual General Meeting of

the Company held next after his co-option but shall be eligible for election, re-election or appointment as provided for by Article 27 hereof or for co-option for a specific purpose or for a further period.

- (c) A senior executive co-optee from the Company shall be entitled to express his opinion on any matters being discussed by the Board but shall not be entitled to vote thereon. A member co-optee will be entitled to vote and will be included in the quorum.

36. The office of a member of the Board shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, suffering from mental disorder and either:-
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (d) he resigns his office by notice to the Company; or
- (e) he ceases to be a partner director or senior executive of the member of the Company of whom he was the representative when he was elected (or nominated) to office; or
- (f) the member of the Company of whom he is the representative, or he, if he is an individual member, ceases to be a member of the Company or the Motorcycle Levy Appointing Member of whom he is the representative ceases to be a Motorcycle Levy Appointing Member; or
- (g) being an individual he fails to attend one third or more of the meetings of the Board in any consecutive period of twelve months and the absence is deemed by the Board (acting reasonably) to be for reasons not to be commercially related to the Member's business or for reasons that are unacceptable the Board resolves that his office be vacated.

37. All acts done by a Board meeting, a committee of the Board, or by a person acting as a member of the Board shall, notwithstanding that it be afterwards discovered that there was a defect in their appointment or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly

appointed and was qualified and had continued to be a member of the Board and had been entitled to vote.

38. Save as otherwise provided by the Articles, a member of the Board shall not vote at a Board meeting or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:
- (a) the resolution relates to the giving to him of a guarantee, security or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Company, or
  - (b) the resolution relates to the giving to a third party of a guarantee, security or indemnity in respect of an obligation of the Company for which the member of the Board has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security

and for the purposes of this Article 38, an interest of a person who is, for any purpose of the Act, connected with a member of the Board shall be treated as an interest of the member of the Board. Members of the Board are reminded of their obligations arising out of or in connection to the UK and EU competition laws in relation to trade associations. Members of the Board should not discuss price information that is confidential to that member's business, sales data, market shares or other non-price information that is not historic and/or publically available. Members of the Board are permitted to discuss market research and general industry observations.

39. A member of the Board shall not be counted in the quorum present at a Board meeting in relation to a resolution on which he is not entitled to vote.
40. The Board may suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a member of the Board from voting at a Board meeting or at a meeting of any committee of the Board.
41. If a question arises at a Board meeting or at a meeting of any committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman and his ruling in relation to any member of the Board shall be final and conclusive.

## **POWERS OF BOARD**

42. The Board shall, subject to the provisions of the Act and the Memorandum of Articles of Association of the Company, manage the business of the Company and shall exercise all the powers of the Company and shall, in addition to any powers otherwise conferred by these Articles, have the following powers:
- (a) Generally to administer and to have possession of the funds of the Company and to

apply such funds to such purposes and in such manner as they may deem necessary or advisable for the carrying out of the objects for which the Company is established, subject nevertheless to any regulation of these Articles and to such regulations as may be prescribed by the Board and also subject to the Memorandum of Association of the Company.

- (b) In particular to invest the funds and monies of the Company upon any securities they may think fit, and to borrow money and give such security in respect thereof as may be deemed necessary.
  - (c) To enter into a contract or contracts for the supply of staff, services and facilities and for the provision of office and other accommodation and for the use of office equipment, motor cars and other business apparatus generally and in particular with any corporation of which the Company shall be a member.
  - (d) In addition to the foregoing, to appoint and remove such officers as may be found necessary for the conduct of the business of the Company, and to fix and pay such annual salaries or other remuneration as they may deem fit.
  - (e) To act in the name of the Company and generally to execute all the powers and functions of the Company as may be consistent with the Memorandum and Articles of Association of the Company.
  - (f) To determine what services and facilities shall be made available to members or groups of members or class of members and whether such services and facilities shall be treated as being included in or excluded from any sum or sums paid by members by way of annual subscriptions or levies.
  - (g) To arbitrate on any question of difference between members of the Company.
  - (h) To exercise all such powers of the Company and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by statute or by these Articles required to be exercised or done by the Company in General Meeting, provided that no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
  - (i) To delegate to any Standing Committee or to a Special Committee to be appointed by them for that purpose such powers, duties, and obligations as they may from time to time deem expedient, with power to rescind such appointment and delegation.
43. The Board may elect from time to time for an annual term a President who shall serve as an honorary officer of the Company and shall act in accordance with such terms of reference laid down by the Board from time to time and these Articles.
44. (a) The duties of the President will be to further the interests and aims of the Company as defined in the Company's objects and in pursuance of such objects to carry out

such further duties as the Board shall from time to time determine.

- (b) Suitable candidates for the office of President shall be selected by the Board.
- (c) The President shall not be required to be a member of the motor cycle industry and the qualifications as to membership of the Company contained in Article 4 shall be inapplicable to the office of President.

45. The President shall not be entitled to a vote at General Meetings of the Company and shall not by reason of the office of President be a member of the Board or to attend or vote at Board meetings.

#### **SPECIAL MEMBERSHIP GROUPS**

46. (a) Each Special Membership Group shall appoint a chairman and a vice-chairman of that Special Membership Group to hold office for 24 months from 1 April, such appointments to be approved by a simple majority of the members of such Special Membership Group who shall cast their votes by email (and the provisions of Article 46(g) below will further govern such election procedure) provided always that in respect of the Manufacturers and Importers Special Member Group, Brexit Group and Off Road Special Membership Group (i) the chairman shall be appointed by the Board and (ii) the vice-chairman shall always be appointed from: those Motorcycle and/or Light Powered Transport Manufacturers who are not Motorcycle Levy Appointing Members by the members of the Manufacturers and Importers Special Member Group who are also not Motorcycle Levy Appointing Members, or in respect of the Brexit Group and Off Road Special Interest Groups, from amongst the members of those groups.
- (b) Each appointment referred to in Article 46 (a) shall be made not less than 10 business days prior to the first Board meeting to be held after 1 April in each year.
- (c) Associate Members shall not be eligible to vote in respect of the elections referred to in Article 46(a) but otherwise each member shall be entitled to one vote.
- (d) Upon the expiry of his two year term the chairman of a Special Membership Group shall resign and the vice-chairman of the relevant Special Membership Group shall automatically become the new chairman of that group for a term of 24 months and a new vice-chairman shall be appointed by the members of that Special Membership Group pursuant to the provisions of Article 46(a) provided always that in respect of the Manufacturers and Importers Special Member Group its chairman and vice-chairman shall each resign at the end of their two year term and replacements shall be appointed (or the outgoing chairman and/or the vice-chairman shall, if willing, be eligible for re-election) in accordance with the appointment provisions relating to the Manufacturers and Importers Special Member Group contained in Article 46(a).
- (e) Each Special Membership Group shall meet a minimum of twice per annum (on not less than 14 days prior notice to receive updates, review reports from Board meetings

and prepare submissions to forthcoming Board meetings as appropriate and to conduct such other business as that Special Membership Group shall deem appropriate in the circumstances.

- (f) A Special Membership Group can be cancelled if there are less than 6 confirmed attendees 48 hours in advance of the meeting.
- (g) The elections referred to in Article 46(a) shall not be made at a meeting but by email ballot. The Special Membership Group Secretariat shall have entire discretion (acting reasonably) as to the process for seeking and receiving nominations and notifying the same to members of the Special Membership Group. The Secretariat of such Special Membership Group shall notify its members by email or post of the date for such election (giving not less than 28 days' notice of the date and time by which votes must be received by email or post and the email or other address to which such votes must be sent). The Special Membership Group Secretariat shall collate the votes received by the relevant time and date (and not count in the vote any votes received after such time and date and its decision as to whether any vote is received by the relevant time and date shall be final and binding in the absence of manifest error) and announce by email or on the Company's website the result of such election.
- (h) The provisions governing meetings of the Board shall apply mutatis mutandis to the meetings of the Special Membership Groups except as set out in this Article 46.

## **STANDING AND OTHER COMMITTEES**

- 47. The Board may from time to time or as the occasion requires form or cause to be formed a committee or committees of members to administer any venture or undertaking of the Company and may define the Terms of Reference thereof. Such committee or committees may be formed as a Standing Committee to administer some particular business, in which event the composition of or manner of election to such Committee shall be laid down by the Board.
- 48. The Board may from time to time appoint an "ad hoc" committee composed of members of the Company and such "ad hoc" committee or committees shall (unless prevented from doing so by the Board) have power to co-opt other members of the Company and persons or representatives of firms or corporations who are not members of the Company.
- 49. A quorum for any meeting of any Standing Committee shall be decided by the Board. A quorum for any meeting of an "ad hoc" Committee shall be not less than one third of the number of the members of the Committee present in person, or not less than two persons present in person if the number of the members of the Committee is five or less.
- 50. In addition to the power hereinbefore granted the Board may form or cause to be formed any Sub-Committee of members of the Company to act jointly with any Committee or persons from any other corporation or association having aims and objects similar or akin to those of the Company.

51. Any Standing Committee formed or caused to be formed by the Board shall remain in office until the meeting of the Board held next after the Annual General Meeting of members of the Company whereat the Board shall cause the nomination, appointment or election of members of such Committees as are requisite, provided always that no Standing Committee formed to administer some particular business of the Company which involved the control or expenditure of the Company's money shall be dissolved until the accounts in respect of the said particular business shall have been approved by the Board.
52. The Audit Committee shall meet **at least** twice during each year to review the financial strategies, budgets and accounting operations of the Company and that of all subsidiary companies including MCI Exhibitions.

### **ANNUAL GENERAL MEETINGS**

53. The Annual General Meeting of the Company shall be held at such time and at such place as the Board may determine. The Chairman of the Company shall act as Chairman of the meeting. The business to be transacted at such Annual General Meeting shall be amongst other things:
- (a) To receive the Annual Report.
  - (b) To receive an accounting summary and short narrative of the achievements of the year. Full copies of accounts will be available on request.
  - (c) To appoint Auditors.
  - (d) To deal with any other business of which due notice shall have been given.

### **GENERAL MEETINGS**

54. The Board may call a General Meeting and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting for a date not later than 8 weeks after receipt of the requisition. If there are not within the United Kingdom sufficient members of the Board to call a General Meeting, any Director or any member of the Company may call a General Meeting.
55. An Annual General Meeting and a General Meeting called for the passing of a Special Resolution shall be called by at least 14 clear days' notice. All other General Meetings shall be called by at least 14 clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:
- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at such meeting; and
  - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent of

the total voting rights at the meeting of all the members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the meeting as such.

The notice shall be given to all the members and to the members of the Board and auditors.

The accidental omission to give notice of an Annual General Meeting or General 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 Annual General Meeting or General Meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

56. No business shall be transacted at any General Meeting unless a Quorum is present. Six persons entitled to attend and vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
57. If such a quorum is not present within 30 minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time as the Directors may determine and if at that adjourned meeting a quorum is still not present within 30 minutes of the time appointed for the meeting the members present and entitled to attend and vote shall be a quorum.
58. The Chairman of the Company shall be the chairman of any General Meeting and in his absence the Vice-Chairman shall act as such chairman or (if he is not present) the immediately past or retiring Chairman or (in the event of there being no such person present) such person as the members present and entitled to vote shall choose.
59. The Chairman may, with the consent of a 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 an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
60. A resolution put to the vote of a meeting shall be decided on a show of hands. A declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
61. Subject to Article 12 hereof each Full Member shall be entitled to appoint a proxy and each Full Member present in person or by proxy or corporate representative shall have one vote at a General Meeting of the Company. For the avoidance of doubt Associate Members shall be entitled to attend but not appoint proxies or vote at General Meetings of the Company.

62. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
63. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in such form as the Directors may approve.
64. The instrument appointing a proxy and any power of attorney or authority under which it is executed or a certified copy of such authority or in some other way approved by the Directors may be deposited at the Office or such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
65. A vote given by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given.

## **RECORDS**

66. A correct record of the proceedings of the Company, its Board, Committees and Sub-Committees shall be kept by the Secretary, who shall also have the custody of all documents, Parliamentary papers, statistical works, and all property of a like nature belonging to the Company.
67. The Board shall keep proper books of account with respect to all monies received or expended by the Company and the matters in respect of which such receipt or expenditure takes place and with respect to all other statutory requirements.

## **CONFLICTS OF INTEREST**

- 68.1 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. However if Article 68.2 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.
- 68.2 This paragraph 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; or

- (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

68.3 For the purposes of this Article, references to proposed decisions and decision-making processes include any Directors' meeting or part of a Directors' meeting.

#### **CHIEF EXECUTIVE AND SECRETARY**

69. In exercise of the powers granted by Articles 42(c) and (d) above the Board may appoint a Chief Executive Officer of the Company who shall by virtue of such appointment be a Director of the Company within the meaning of the Act and shall have such powers as the Board shall delegate to him. The Chief Executive Officer shall be entitled to receive all minutes, notices and agendas of Board meetings, attend all Board meetings and to express his opinion on and vote on any matters being discussed by the Board.

70. The Board shall appoint a Secretary who shall be the Secretary of the Company within the meaning of the said Act provided always that where the Board have appointed a Chief Executive Officer, such Chief Executive Officer shall also carry out the functions of and be appointed as the Secretary of the Company.

#### **NOTICES**

71. Subject to these Articles, anything sent or supplied by or to the Company specifically including Notices under these Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.

72. Any Notice sent by post shall be deemed to have been served 48 hours after the envelope containing it was posted and in proving such service it shall be sufficient to show that the letter or circular containing the notice was properly addressed and posted.

#### **INDEMNITY**

73. Every member of the Board and of any Committee, and any other officer or servant of the Company, shall be indemnified by the Company against all costs, losses, and expenses which any such member, officer, or servant may incur or become liable for in any way in the execution of his office or trusts, except the same shall be incurred or occasioned by his own wilful act or default; and none of the said members, officers, and servants shall be answerable for any act or default of any other of them, or for joining in receipts for the sake of conformity, or for any loss, misfortune, or damage which may happen in the execution of his office or in relation thereto, except the same shall happen by his own wilful act or default.

#### **FEES AND BENEFITS**

74. The annual subscription fees and levies to be charged to all members for each 12 month period commencing on 1 April in each year together with the corresponding membership benefits shall be determined on an annual basis by the Board and shall be presented to the members at the Company's Annual General Meeting held immediately preceding such 12 month period for adoption and approval by the members at such Annual General Meeting (or, if not adopted and approved at such Annual General Meeting, at the next following general meeting of the Company).
75. The fees referred to in Article 74 shall be charged (in respect of Motorcycle and/or Light Powered Transport Manufacturers) by reference to the number of motorcycle registrations for each such member for the 12 month period ended on the previous 31 December.

#### **COMPETITION LAW**

77. Members are required to comply at all times with the requirements and obligations arising out or in connection to the UK and EU competition laws in relation to trade associations. Members should not discuss price information that is confidential to that member's business, sales data, market shares or other non-price information that is not historic and/or publically available. Members are permitted to discuss market research and general industry observations.

#### **WINDING UP**

78. 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 amongst the members of the Company, but shall be given or transferred to BEN – Motor and Allied Trades Benevolent Fund – a charity registered in England and Wales (Registered Charity Number 297877), or failing this any charity, to be determined by the members of the Company, whose objects are similar to the objects of the Company.