

**THE ROYAL AUTOMOBILE CLUB
RULES**

GENERAL

Name **1.** The Club shall be called "The Royal Automobile Club"

Definitions **2.** In these Rules the words in the first column of the Table below have the meaning set opposite them in the second column unless that is inconsistent with the context in which they appear:-

Words	Meaning
"The Club"	The above named Club.
"the Club Company"	The Royal Automobile Club Limited, company number 3570702
"Members"	The Members of The Club of all classes.
the "Memorandum"	The Memorandum of Association of the Club Company as adopted on the 20th May 1998 and as subsequently amended.
the "Articles"	The Articles of Association of the Club Company as adopted on the 20th May 1998 and as subsequently amended.
the "Pall Mall Clubhouse"	The premises of The Club at Pall Mall, London SW1.
"Woodcote Park"	The estate and premises of The Club at Woodcote Park, Epsom, Surrey.

Any reference in these Rules to the masculine gender or to words importing the masculine gender applies also to and also includes the feminine gender.

OBJECTS

Objects

3. The objects of The Club are to carry on such of the following as are for the benefit of Members:-

- (a) To maintain and conduct a private members' club offering high quality accommodation, to include dining, recreational and sporting facilities, for the benefit of its members and their guests. As the oldest motoring institution in the United Kingdom the Club will continue to respect the aims of its founders, and seek to promote the best interests of motorists and motor sport.
- (b) To do anything described in clauses 3.2 to 3.29 (both inclusive) of the Memorandum but as if all reference in those clauses to "the Company" were replaced by references to "The Club".

Classes of Members

4. The Club shall consist of Life Members and Full Members. Life Members and Full Members shall be entitled to all the rights and privileges of membership of The Club. Both men and women may be elected as Life Members and Full Members. In addition, The Committee may agree to admit Honorary Members, Complimentary Members and Temporary Members (all as provided in these Rules) and such other classes of Members as it may from time to time decide. However Honorary Members (subject to Rule 34), Complimentary Members, Temporary Members and Members of such other classes (including, but not by way of limitation, Junior Members, Overseas Members and Family Members) shall not, save as specifically provided in these Rules, be treated for the purposes of Rules 19, 23, 33 and 67 or the Articles as Full Members, unless The Committee so decides. Further, and in addition, the Committee shall have the ability, in its sole discretion, to make arrangements for the transfer of a member or members from one membership class to another membership class without requiring such member or members to satisfy some or any of the admission requirements stipulated by the Rules (including (but not limited to) Rules 23 - 32).

PATRON AND VICE-PATRONS

Patron and Vice-Patrons **5.** The Committee may appoint a Patron and Vice-Patrons of The Club who need not be Members of The Club.

PRESIDENT AND VICE-PRESIDENTS

How Appointed **6.** A President and Vice-Presidents of The Club may be appointed by The Committee. They must be Members of The Club, and shall hold office until such time as The Committee shall otherwise decide. Any such appointments must be reported to the next General Meeting.

THE COMMITTEE

Board of The Royal Automobile Club Limited **7.** The Club shall be governed by a Committee. The Board of Directors for the time being of the Club Company shall constitute The Committee of The Club.

Chairman **8.** The Chairman for the time being of the Board of Directors of the Club Company shall be the Chairman of The Committee and the Chairman of The Club.

Authority of The Committee **9.** The Committee shall be the sole authority as to the interpretation of the Rules, regulations and by-laws of The Club.

Regulations and By-laws **10.** The Committee shall have power to make such regulations and by-laws with regard to the rules of conduct and the various activities of The Club (including the use of the Pall Mall Clubhouse and Woodcote Park) as it may think fit, and to vary such regulations and by-laws from time to time. Any such regulations and by-laws (as from time to time varied) shall be posted on notice boards at the Pall Mall Clubhouse and Woodcote Park. The provisions of Rules 59 to 62 inclusive shall apply in the event of a breach of any regulation or by-law.

Management of The Club **11.** The entire management of The Club shall be vested in The Committee. The provisions of the Articles shall apply to The Committee and its members as if all references to "the Company" were replaced by references to "The Club", all references to "Director" or "Directors" were replaced by references to "member or members of The Committee" and all references to "the board" or "the Directors" as a body were replaced by references to "The Committee".

Duality of Committee/Board Meetings **12.** All proceedings at Board Meetings of the Club Company shall be deemed proceedings of The Committee and vice versa, except to the extent that The Committee so decides.

SUB-COMMITTEES

Appointment Terms of Reference **13.** The Committee may appoint and terminate the appointment of Sub-Committees and may delegate to them whatever duties and powers they may prescribe in terms of reference. Members of Sub-Committees need not be members of The Committee or of The Club (except as provided by Rule 15).

Reporting **14.** Sub-Committees shall report to The Committee and their decisions shall be subject to confirmation by The Committee except where The Committee otherwise determines.

Chairman **15.** Sub-Committees may appoint their own Chairman unless The Committee considers it desirable to make the appointment itself. The Chairman of any Sub-Committee must be a member of The Committee, except where The Committee may otherwise consent.

Quorum and Casual Vacancies **16.** The quorum of Sub-Committees shall be fixed in their terms of reference. Additional members may be appointed to, or casual vacancies may be filled on, Sub-Committees by The Committee.

Ex Officio Members **17.** The Chairman of The Committee shall be an ex officio

member of every Sub-Committee.

SPECIAL MEMBERS

Members

18. There shall at all times be at least five but not more than eleven special Members who shall be appointed and shall conduct their proceedings as provided by Article 4 of the Articles.

Powers

In accordance with Article 4, the special Members shall have power to prevent the Club Company from proposing or consenting to the proposal of any compromise or arrangement pursuant to section 425 of the Companies Act 1985 (as from time to time consolidated, amended, modified or re-enacted) between the Club Company and its members, or any class of them, or between the Club Company and its creditors, or any class of them.

GENERAL MEETINGS

Notices etc.

19. An Annual General Meeting shall be held in every calendar year and all the provisions of the Articles as to General Meetings, notices of General Meetings, proceedings at General Meetings and votes of members shall apply to The Club as if they were set out in full in these Rules with references to "the Company" being replaced by references to "The Club", references to "the directors" being replaced by references to "The Committee", references to "a member" or "members" being taken as references only to Life Members and Full Members all or any instalment of whose entrance fee (if any) which is due and subscription, if due, has been paid in full.

Annual Report &
Accounts

20. The Committee shall submit to the Annual General Meeting a report of the work done by The Club and a statement of accounts of the Club Company and its operating subsidiaries audited by a Chartered Accountant(s) for the period since the preceding report and accounts and made up to a date not more than seven months before such meeting.

Meetings of the Club Company

21. Every General Meeting of The Club may be convened by the same notice, and held at the same time and place, as a General Meeting of the Club Company and all proceedings at a General Meeting of the Club Company will be deemed, unless specifically stated by The Committee before or at any such meeting, to be proceedings of a General Meeting of The Club.

Notice of date

22. A copy of any notice of General Meeting sent to Members shall also be posted at the Pall Mall Clubhouse and Woodcote Park.

ELECTION OF MEMBERS

Candidates

23. Subject as provided in these Rules, every candidate for membership of The Club must be over the age of 18 and must be proposed by one Member and seconded by another, both of whom must have been a Life Member, Overseas Member or Full Member for at least one year. In order that a candidate is properly informed about the privileges and obligations of election to membership, proposers and/or seconders must have brought their candidate as a guest to the Pall Mall Clubhouse. They are also responsible for ensuring that the candidate is aware of the facilities at Woodcote Park and of the Rules of The Club.

24. The Committee may dispense with a seconder in its discretion in cases where the candidate is unable to provide a seconder, having taken such steps to provide one as The Committee considers reasonable.

Proposer/Secunder

25. No candidate may be both proposed and seconded by members of his family.

Renomination

26. Unless The Committee otherwise agrees, a candidate for membership whose application has not resulted in him becoming a Member (whether by rejection or withdrawal of the application) shall not be eligible for renomination for a period of three years from the date of such rejection or withdrawal unless notice of

such withdrawal is given prior to the application being considered by The Committee.

Details of candidates

27. An application for membership shall be made by means of an application form in such form and containing such details as may be prescribed from time to time by The Committee. The names, addresses and descriptions of candidates, with the names of their proposers and seconders, shall be posted on notice boards at the Pall Mall Clubhouse and Woodcote Park for at least ten days before The Committee is due to consider their applications. The Committee shall have power to dispense with this requirement in any case which it may think proper to do so.

Ballot

28. The election of Members shall be by The Committee, who shall decide by ballot if necessary; one vote against a candidate shall exclude.

Remittances

29. Applications for membership shall be accompanied by a remittance for the amount of the registration fee (if any) payable (which shall be set by The Committee from time to time). In the event that an application for membership is not accepted, any registration fee accompanying such application shall be returned in full to the applicant. In the event of an application for membership being withdrawn before it is considered by The Committee, any registration fee shall not be returned.

30. Except in the case of those Members elected to Temporary membership in respect of which no subscription or entrance fee is payable, following the election of a new Member the new Member shall be notified in writing of such election and of the amount (if any) and the due dates for payment of the entrance fee (or any instalments of the entrance fee) and subscription payable which, in the case of an election after the 31st January in any year, shall be a proportionate amount of the full annual subscription calculated from the date of notification of election.

New Members

31. No newly elected Member shall be entitled to any rights or privileges as a Member until The Club has received payment in

full (in cleared funds) of the entrance fee or such part of the entrance fee (if any) as is then payable and the subscription due for either (i) the period from the date of that Member's election until the 31st December next following (less the amount of any registration fee already received); or (ii) for Life membership (as appropriate). Upon such payment such Member shall be entitled to all the rights and privileges applicable to his class of membership. Should a newly elected Member not have paid the amount due within one month of the date of notification of his election, such election shall be void unless he explains such delay to The Committee's satisfaction.

Annual Re-election

32. Subject to any other provisions of these Rules and unless The Committee shall otherwise order, the membership of each Member shall be from the date of his election until the 31st December next following and thereafter from year to year. Subject to any other provision of these Rules, all Members shall be subject to annual re-election, which shall be in the absolute discretion of The Committee and such re-election shall be deemed to take place, except in the case of any particular Member or Members concerning whom The Committee decides that a specific election shall take place. Members not re-elected shall cease to be Members upon being notified on behalf of The Committee of such re-election not having taken place.

Evidence of status

32A. The Committee may require any candidate for membership of the Club or, at any time, any Member to provide to the Secretary such evidence as The Committee may in its discretion deem appropriate (in the particular circumstances or otherwise) for the purposes of establishing that such candidate fulfils, or such Member continues to fulfil, the criteria relating to the category of membership for which such candidate is making application or which such Member enjoys. Any candidate or Member who does not provide evidence satisfactory to the Secretary within any time period requested shall, in the case of a candidate, be deemed to have withdrawn his application for membership and, in the case of a Member, cease to be a Member. The Committee shall have power to restore

membership to a person on receiving evidence satisfactory to the Secretary that such person fulfils the criteria relating to the class of membership enjoyed by such person before cessation of membership by reason of this Rule.

LIFE MEMBERS

Life Members

33. A candidate for Full membership, an Overseas Member or a Full Member may be elected as a Life Member if he has accepted an offer of Life membership made on such terms as The Committee may from time to time approve and, in the case of a candidate for Full membership, he has been elected as a Member. Life Members shall not be subject to re-election under Rule 32 and, upon payment of the life subscription applicable to Life Members, shall be entitled to all the rights and privileges of membership of The Club without payment thereafter of an annual subscription.

HONORARY, COMPLIMENTARY AND TEMPORARY MEMBERS

Honorary Members

34. The Committee may elect as Honorary Members any persons of special distinction or who have rendered conspicuous service to The Club. Such persons shall not, unless at the time of their election they are already Life Members or Full Members, be treated as Life Members or Full Members for the purposes of Rules 19, 23, 33 and 67 or the Articles but shall otherwise be entitled to the rights and privileges of Members of The Club as if they were Life Members and shall not be subject to re-election under Rule 32.

Complimentary
Members

35. The Committee may elect as Complimentary Members holders of any office or appointment or any other persons whom, in either case, The Committee thinks fit. Any Complimentary Member being elected as such as a holder of any office or appointment shall be a Member until the 31st December in the year in which he ceases to hold the relevant office or appointment

and any other Complimentary Member shall be a Member only until the 31st December following their election.

Temporary Members

36. The Committee may, under special circumstances and subject to such regulations as it may make from time to time, elect as Temporary Members, for any period decided by The Committee not exceeding 2 months; *(i)* persons normally resident abroad during their stay in the United Kingdom; *(ii)* members of other clubs and associations with which The Club has reciprocal membership arrangements; *(iii)* persons attending an organised function on Club premises; or *(iv)* any other person whom The Committee considers appropriate to be admitted to Temporary membership.

37. The names of all persons elected as Honorary Members, Complimentary Members or Temporary Members must be lodged with the Secretary of The Club and the election of any such person shall not be effective, and no such person shall be entitled to any rights or privileges as a Member, until the expiry of forty-eight hours from the date of his election by The Committee.

38. Complimentary Members and Temporary Members shall be entitled to such rights and privileges as The Committee may decide from time to time.

39. Persons elected as Honorary Members, Complimentary Members and Temporary Members shall not be required to be proposed or seconded as provided in Rule 23. Honorary Members and Complimentary Members shall not be required to pay any entrance fee or subscription. Temporary Members, if persons who are normally resident abroad who have been elected as Temporary Members during their stay in the United Kingdom, shall not be required to pay any entrance fee but only the subscription that The Committee shall think fit. Other Temporary Members shall pay any entrance fee or subscription that The Committee shall think fit in each case.

OVERSEAS MEMBERS

Definition

40. An Overseas Member is a Member admitted to Overseas membership prior to the 1st September 1999 who does not spend three months or more in aggregate in any calendar year in the European Union.

Change of Residence or
Place of Business

An Overseas Member must notify the Secretary of The Club in writing within one month of his ceasing to qualify as an Overseas Member, and the balance of the full subscription for Full membership (calculated from the time he ceases to qualify as an Overseas Member until the 31st December next following) shall become due from him, and shall be paid to The Club within one month of his ceasing to qualify as an Overseas Member.

41. If an Overseas Member fails to notify the Secretary of The Club and to pay the balance of his full subscription in accordance with Rule 40 when he ceases to qualify as an Overseas Member, he shall, although remaining liable for the balance of his full subscription, cease to be a Member of The Club. The Committee shall have power to restore him to Full membership at any subsequent time on receiving a satisfactory explanation of the failure to notify The Club as above and/or to pay the subscription due.

42. The provisions of Rule 40 shall not apply to absence in the Isle of Man, or the Channel Islands.

JUNIOR MEMBERS

Junior Members

43. Full Members or Life Members may apply in writing to The Committee for any of their children, grandchildren, nephews or nieces between the ages of 13 and 17 years (inclusive) to be granted Junior membership. The provisions of Rules 30 and 31 shall apply to the election of Junior Members in the same way as

they apply to Full Members except that Junior Members shall not be Full Members. If such application is approved by The Committee, Junior Members shall be entitled to use, and to introduce as guests boys and girls between the ages of 13 and 17 to use, such facilities of The Club as The Committee may from time to time decide and upon such terms and conditions as The Committee may impose. Junior Members shall not rank as Members in any other respect, nor shall they, except where specifically so provided in these Rules, be entitled to the rights and privileges, or subject to the liabilities otherwise applicable to Members.

43A. Full Members or Life Members may apply in writing to The Committee for any of their children, grandchildren, nephews or nieces under the age of 13 to be registered as Woodcote Juniors upon payment, in the case of such persons between the ages 5 and 12 (inclusive) of an annual fee to be determined from time to time by The Committee. If such application is approved by The Committee, registered Woodcote Juniors would be entitled to be admitted to the Club premises at Woodcote Park provided that they are on each occasion accompanied at the time of admission by a Full or Life Member and shall be entitled to use such facilities at Woodcote Park as The Committee may from time to time decide and upon such terms and conditions as The Committee may impose. Woodcote Juniors shall not rank as Members in any respect. The Full Member or Life Member whose application for registration under this Rule has been accepted shall be responsible for the conduct and behaviour of the Woodcote Junior so registered while on the Club's premises. The registration of a Woodcote Junior and the rights and privileges afforded to a Woodcote Junior shall automatically come to an end (a) on the 31st December next following the Woodcote Junior's thirteenth birthday (whereupon such Woodcote Junior shall, unless he or she otherwise elects or The Committee otherwise orders, automatically become a Junior Member and shall be entitled to the rights and privileges and subject to the liabilities applicable to Junior Members pursuant to these Rules) or (b) upon the person who made application for the Woodcote Junior to be registered under this Rule ceasing to be a Member or (c) if the annual fee (if any) payable in respect of such Woodcote Junior shall not have been paid by 28 February in each

calendar year following the original registration.

44. Junior Members shall be subject to the by-laws and regulations for Junior Members for the time being in force and imposed by The Committee and the Full Member or Life Member whose application under Rule 43 has been accepted shall be responsible for the conduct and behaviour of the Junior Member so elected and their guests while on Club premises.

45. Rule 32 shall apply to Junior Members until such time as their membership as a Junior Member comes to an end. Unless The Committee otherwise determines, the membership of a Junior Member shall automatically come to an end (a) on the 31st December next following the Junior Member's eighteenth birthday or (b) upon the person who made application for the Junior Member to be granted membership under Rule 43 ceasing to be a Member (provided that such Junior Member may be reinstated as a Junior Member if any parent, grandparent, aunt or uncle of the Junior Member who is also a Full Member or Life Member accepts responsibility for the conduct and behaviour of the Junior Member concerned and their guests while on Club premises within 28 days of the membership of the Junior Member coming to an end under paragraph (b) of this Rule) which may also be determined by resignation or under Rules 58 to 61 (inclusive).

46. Rules 23 to 32 (inclusive) shall apply to Junior Members making application for election to Full membership of The Club.

FAMILY MEMBERS

Family Membership

47. Persons admitted as Family Members prior to the 31st December 1998 shall be entitled to use such areas and facilities of the Pall Mall Clubhouse and Woodcote Park at such times and subject to such conditions as shall from time to time be determined by The Committee. The Committee may terminate the membership of a Family Member at any time without

assigning a reason. The membership of a Member being a Family Member by virtue of being the daughter of a Member shall terminate automatically and with immediate effect upon (i) her marriage, or (ii) upon her father ceasing to be a Member for any reason other than his death (in which event such membership shall terminate on the 31st December next following his death). The membership of a Member being a Family Member by virtue of being the wife of a Member shall terminate automatically and with immediate effect upon her husband ceasing to be a Member for any reason other than his death (in which event such membership shall terminate on the 31st December next following his death) or upon their divorce becoming absolute. Any Family Member whose membership has terminated by reason of the death of her husband and who applies for full membership within six months of the effective date of such termination shall not require a proposer or seconder and accordingly Rule 23 shall not apply to such person.

GUESTS

Guests

48. Subject always to The Committee's right to refuse admission to the Club premises at Pall Mall or Woodcote Park to any person (including without limitation any Member or guest of a Member) in its absolute discretion and without giving any reason, Members may introduce any person, in accordance with the by-laws, as a guest at the Club premises. However, except by authority of The Committee, no Member shall introduce as a guest a person who has been suspended, required to resign or expelled, or whose name has been struck off the register of Members for non-payment of subscription or any other reason, or who has not been re-elected as provided by Rule 32. Members shall be responsible for the conduct and behaviour of their guests while on the Club premises.

ENTRANCE FEES AND SUBSCRIPTIONS

Entrance Fees and

49. At the date of adoption of these Rules there shall be the

Subscriptions

following categories of Member for the purposes of calculating the annual subscription rate:

- a) Honorary Members
- b) Life Members
- c) Full Members
- d) Out of Town Members
- e) Overseas Members
- f) Junior Members
- g) Complimentary Members
- h) Temporary Members
- i) Family Members

Entrance fees and annual subscriptions for each category of Member shall be as from time to time fixed by The Committee. Subscriptions shall be paid by variable direct debit or by such other method or arrangement as The Committee may approve from time to time and, in the case of entrance fees, shall be payable in one or more instalments as may from time to time be fixed by the Committee. Particulars are available from The Club on request. No entrance fee or subscriptions shall be payable by Honorary Members, Complimentary Members or, save as provided by Rule 39, Temporary Members.

When Due

50. Subscriptions of Members (other than initial subscriptions payable on election) are due and payable on the 1st January in each year.

Posting

51. The name of any Member (including a Junior Member) who has been re-elected under Rule 32 but whose subscription (or any instalment of his entrance fee) has not been paid within one month of the due date may be posted on notice boards at the Pall Mall Clubhouse and Woodcote Park. If his subscription (or any instalment of his entrance fee) still remains unpaid by the 31st March next following the due date he shall thereupon cease to be a Member. The Committee shall have power to restore his membership on receiving a satisfactory explanation of the failure to pay the subscription (or, as the case may be, any instalment of

his entrance fee) on the due date together with the appropriate outstanding amount.”

OUT OF TOWN MEMBERS

Definition **52.** An Out of Town Member is a Full Member who, for nine months or more in aggregate in any calendar year, does not reside within a radius of 150 miles of the Pall Mall clubhouse.

Application **53.** Any Full Member who satisfies the conditions for Out of Town membership can, on written application to The Committee, become an Out of Town Member from the 1st January following his having been a Full Member for a complete calendar year and he shall in respect of the year beginning with that 1st January and in subsequent years pay the current subscription for Out of Town Members provided he complies with the above definition of an Out of Town Member from the 1st of January to the 31st of December each year. An Out of Town Member must notify the Secretary of The Club in writing within one month of his ceasing to qualify as an Out of Town Member, and the balance of the full subscription for Full membership (calculated from the time he ceases to qualify as an Out of Town Member until the 31st December next following) shall become due from him, and shall be paid to The Club within one month of his ceasing to qualify as an Out of Town Member.

Change of Residence or
place of business

54. If an Out of Town Member fails to notify the Secretary of The Club and to pay the balance of his full subscription in accordance with Rule 53 when he ceases to qualify as an Out of Town Member, he shall, although remaining liable for the balance of his full subscription, cease to be a Member of The Club. The Committee shall have power to restore his membership at any subsequent time on receiving a satisfactory explanation of the failure to notify The Club as above and/or to pay the subscription due.

MEMBERS BOUND BY RULES ETC

Members Bound by Rules etc.

55. Every Member binds himself to abide by the Rules, by-laws and regulations of The Club for the time being in force.

RESIGNATIONS

Resignations

56. Any Member wishing to resign his membership may do so at any time by giving notice in writing but shall not be entitled to any refund of his subscription or entrance fee. Any such notice shall take effect on the date stated in the notice (which shall not be more than 14 days after the date of the notice) or, if no such date is stated, on the date of the notice. If the notice is received after the 28th February in any year he shall be liable for the whole of that year's subscription.

OFFENCES AND BANKRUPTCY

57. If any Member shall be convicted of any arrestable offence, or shall be adjudicated bankrupt, or shall make a composition or scheme of arrangement under the Insolvency Acts, or if his cheque negotiated through The Club shall be dishonoured, he shall thereupon cease to be a Member of The Club, but The Committee shall have power, upon inquiring into the circumstances, to reinstate him should it see fit.

SUSPENSION AND EXPULSION

Misconduct

58. In the event of a Member being guilty of a serious breach of the Rules, by-laws and/or regulations of The Club or of conduct which The Committee, in its absolute discretion, may consider unbecoming, inappropriate, unsporting or prejudicial to the interests of The Club, he may be called before The Committee. A Member failing to give a satisfactory explanation may be *(i)* cautioned, or *(ii)* with effect from any time decided by The Committee, suspended or expelled, or *(iii)* required to resign.

Penalties

Suspension

59. Authority may be delegated by The Committee to the Secretary of The Club to exercise a power of immediate suspension of any Member for conduct which, in the opinion of the Secretary, is unbecoming, inappropriate, unsporting or prejudicial to the interests of The Club. Such suspension shall continue for 45 days or, if earlier, until The Committee shall have dealt with the matter in accordance with Rule 61 and given written notice to the Member concerned of its decision.

60. When a Member is required to resign or is expelled, The Committee shall cause written notice of the requirement or expulsion to be sent or delivered to him. Any Member subject to a decision of The Committee requiring him to resign shall be suspended with effect from such decision becoming effective. A Member failing to resign within seven days of the date of the notice requiring him to do so shall, without further order or decision of The Committee, be ipso facto expelled from The Club and his name removed from the list of Members.

Committee Specially
Summoned

61. The Committee may be specially summoned to consider questions under any of the four preceding Rules and notice shall be sent to the Member at least seven days prior to the Meeting, and before coming to a decision, The Committee shall hear any explanation which such Member may wish to give, together with any evidence in support of such explanation tendered by him. No Member shall be cautioned, suspended (save in accordance with Rule 60) required to resign or expelled unless the resolution is supported by at least two-thirds of the members of The Committee present. Decisions or actions of The Committee made under this Rule or the preceding three Rules shall be final and not subject to appeal.

Evidence

Majority

CLOSING OF CLUB HOUSES AND FACILITIES

Period

62. The Committee may close the Pall Mall Clubhouse and/or Woodcote Park or any part thereof for any period it shall think fit. No Member shall be entitled to a refund of any part of his

entrance fee or subscription in the event of such closing.

INTOXICATING LIQUORS

Members Only

63. Intoxicating liquors may be sold on The Club's premises only to Members.

64. Junior Members shall not ask for, nor shall they or their guests be supplied with, intoxicating liquors.

GRATUITIES

64.A The Club is a no tipping environment where members and guests are not expected to tip. Exceptionally, discretionary gratuities may be paid in recognition of excellent service but only after service and at the point of delivery. Members or guests may not tip or pay any form of gratuity either to procure favours or before service.

ASSOCIATION AND AFFILIATION

Terms

65. The Committee may associate with, or affiliate to The Club other clubs or bodies and may enter into reciprocal and other arrangements with other clubs or bodies on such terms and subject to such agreements as The Committee may from time to time approve and any such arrangements may be terminated or modified by The Committee at any time.

CONTROL OF MOTOR SPORT

Motor Sports

66. The Club has a long history of involvement in motor sports and is a member of The Fédération Internationale de l'Automobile ("FIA"). The Committee (or a sub-committee or other body authorised by The Committee) nominates the Stewards of the Royal Automobile Club, of whom there must be

no less than six nor more than twelve in office at any one time. The Stewards lay down their terms of reference, appoint their Chairman and organise their meetings. The quorum for these meetings is three.

The Stewards hear appeals against sentence, suspension or disqualification under the rules and regulations governing motor sport in the United Kingdom. The Stewards regulate the time limits and procedure in connection with these appeals and have power to impose sentences and to confirm, discharge or vary any sentence.

THE ROYAL AUTOMOBILE CLUB LIMITED

Limited to £1

67. The Club is the property of the Club Company, a company limited by guarantee, and every Life Member and Full Member of The Club, on his election as such a Member becomes also a Member of the Club Company and assumes liability limited to paying £1 should the Club Company be dissolved and wound up.

NOTICES

Notices

68. Any notice to be given by or to any person pursuant to these Rules shall be in writing. Every notice sent to a Member, shall be deemed to be duly sent if posted to his address as appearing on the register of Members. The provisions of Articles 20 and 21 of the Articles shall apply, save that any reference therein to "the Company" shall be replaced by a reference to "The Club".

DISSOLUTION

69. The Club may be dissolved by resolution of a General Meeting, but no resolution for dissolution shall be carried except by a 75% majority of those Members present in person or by proxy and entitled to attend and vote.

70. If the resolution for dissolution be duly passed the assets and affairs of The Club shall be liquidated and dealt with in accordance with the Memorandum and Article 22 of the Articles.

USE OF CLUB ADDRESSES

Legal Proceedings

71. The name or address of the Pall Mall Clubhouse or Woodcote Park shall not be given by a Member as his address or otherwise for the purposes of identification in connection with legal proceedings, or in any advertisement, prospectus, business circular, letter or card.

Business Purposes

ALTERATION OF RULES

How Effected

72. These Rules may be added to or altered by resolution at any General Meeting, but no resolution adding to or altering Rules 1 or 69 shall be carried unless there is a majority for the resolution of 75% of those Members present in person or by proxy and entitled to attend and vote. The Committee shall also have the power to alter any existing Rule or to make any new Rule but any such alteration or addition shall have effect only until the next General Meeting unless approved by the Members by resolution at that General Meeting.

Majority

Powers of Committee

HEADINGS AND NOTES

73. The marginal notes headings and index shall not form part of these Rules.