



TT OWNERS CLUB
RULES AND CONSTITUTION

July 2014

INTRODUCTION

This document represents the Rules and Constitution by which the Club and the Membership agree to be bound. All previous versions, whether oral or written, are hereby revoked.

Any term later deemed to be unenforceable or illegal shall be severed from this document and shall not affect the enforceability of all other terms.

DEFINITIONS AND INTERPRETATION

The following apply to these Rules and Constitution. For the avoidance of doubt, unless the context otherwise clearly indicates, the singular shall also include the plural.

<i>“AbsoluTTe”</i>	The magazine produced by the Club, to be made available to current Members free of charge.
<i>“AGM”</i>	Annual General Meeting
<i>“Club”</i>	TT Owners Club
<i>“Club Shop”</i>	Online shop operated by the Club offering goods, memberships and tickets for sale.
<i>“Committee Member”</i>	A duly elected officer of the Club
<i>“EGM”</i>	Extraordinary General Meeting
<i>“Member”</i>	A current member of the Club
<i>“MSA”</i>	Motor Sports Association
<i>“Regional Representative”</i>	Representative of the Club assigned to a particular geographical region
<i>“Rules”</i>	The clauses laid down within this document
<i>“Website”</i>	www.ttoc.co.uk

1. TITLE

1.1 The name of the Club is the "TT Owners Club" for which the correspondence address is PO Box 756, Wallsend, NE28 5DF.

1.2 The correspondence address of the Club may be changed at any time without prior notification to the Club Membership. In the event of such change of address, the Club Committee must:

- (a) Notify Club Members of the change of address as soon as practicable, using reasonable endeavours. For the avoidance of doubt, contact via email to the last known email address of each individual Member shall be deemed sufficient;
- (b) Post the new address on the Club Website;
- (b) Arrange for mail to be redirected from the previous address for a period of not less than three months following the change.

2. AIMS AND OBJECTIVES

The Club shall have the following objectives:

- (a) Recruit and bring together owners and enthusiasts of the Audi TT;
- (b) Promote and encourage further interest in the Audi TT both within and outside the Membership of the Club;
- (c) Provide Members with information, advice and assistance on matters connected with their Audi TT;
- (d) To further interest in motoring and motor sport;
- (e) Promote motor competitions in accordance with the Rules of the Motor Sports Association;
- (f) Arrange events, tours, social and other meetings;
- (g) Afford Members such benefits and privileges as the Club is able to arrange;
- (h) Provide Members with a regular and informative magazine known as "*AbsoluTTe*";
- (i) The Club is a not-for-profit organisation, but may enter into transactions that generate funds to support its running costs. Any surplus funds will be re-invested in the Club for the benefit of its Members and the Club as a whole.

3. MEMBERSHIP

3.1 Persons of not less than 18 years of age shall be eligible for Membership. The Membership may consist of:

- (a) Life Members;
- (b) Honorary Members;
- (c) Ordinary Members

3.2 The Committee shall have the right to refuse any person Membership of the Club at its discretion and without necessity to provide a reason.

3.3 Membership requires the immediate payment of the subscription fee at the rate published at the time of applying for Membership. There shall be three levels of Membership:

- (a) Premium Membership:
Such Members, resident within the United Kingdom, shall be entitled to receive four issues of *AbsoluTTe* via post for every year's subscription purchased, in addition to having online access to *AbsoluTTe* via the Website. Membership will expire one calendar month after the publication of the fourth issue of *AbsoluTTe*;

- (b) Web Membership:
Such Membership shall expire at the end of the month, 12 months after the subscription was paid. Web Members will receive a periodic online newsletter.
 - (c) International Posted Membership:
Members living outside the territory of the United Kingdom and subscribing to this level of Membership shall receive the same level of Membership as for Premium Membership.
 - (d) International Online Membership:
Members living outside the territory of the United Kingdom and subscribing to this level of Membership shall have online access to four issues of *AbsoluTTe* via the Website. Membership will expire one calendar month after the publication of the fourth issue of *AbsoluTTe*.
 - (d) International Web Membership:
Members living outside the territory of the United Kingdom and subscribing to this level of Membership shall receive the same level of Membership as for Web Membership.
- 3.4 The Membership Secretary shall invite renewal from each Member, in writing, at least 14 days before their current subscription is due to end. Any Member not having paid the appropriate fee by the date due will be understood to have resigned their Membership and will accordingly be removed from the register of current Members.
- 3.5 Any Member wishing to resign their Membership shall notify the Membership Secretary as soon as possible, and surrender their Membership card. No refund of subscription will be made in any circumstance.
- 3.6 The Committee shall have the right to rescind the Membership of any person, and will notify that Member promptly in writing, giving an explanation of the reason giving rise to it. The Committee shall be empowered to suspend or rescind the Membership of an individual in the following circumstances:
- (a) If the Member has, in the opinion of the Committee, breached any rule; and/or
 - (b) If the Member's conduct, in the opinion of the Committee, means that it would not be in the interests of the Club for them to remain a Member.
- 3.7 Membership cards remain the property of the Club. On termination or lapse of Membership, the Membership card must be returned to the Membership Secretary.
- 3.8 Membership cards are not transferable.
- 3.9 The Committee may elect Honorary Members as it sees fit following the passing of a majority vote among the Committee. Honorary Members may be persons who have contributed, or would be able to contribute, substantially to the Club.
- 3.10 Subscribers of not less than ten times the annual subscription for the time being may be elected Life Members by the Committee, and shall thereafter be exempt from the payment of annual subscriptions.

4. MANAGEMENT

- 4.1 The authority and responsibility for the transaction of Club business and for its management shall be vested in a committee ("the Committee"), which, in addition to the powers and authorities expressly conferred by this constitution, may exercise all powers and do any acts in furtherance of the Club's aims and objectives as specified at Clause 2 above, or in furtherance of any motion carried at a general meeting.

- 4.2 No Committee Member shall be permitted to accept personal gifts or hospitality from any supplier to the Club or advertiser in *AbsolutTE*. For the avoidance of doubt, attendance by Committee Members at corporate events on behalf of the Club shall be permitted only if such attendance is in furtherance of the Club's interests and/or its objectives as set out at Clause 2 above.
- 4.3 No Committee member shall hold administration or moderation rights on the TT Forum (ttforum.co.uk) or otherwise have an interest in that forum, including but not limited to a financial interest, other than as an ordinary user.

5. ELECTION OF OFFICERS

- 5.1 The Committee shall be elected at each Annual General Meeting by the Membership. It shall consist of not less than seven Members and comprise the following roles as a minimum:
- (a) Chairperson;
 - (b) Vice Chairperson;
 - (c) Club Secretary;
 - (d) Treasurer;
 - (e) Membership Secretary;
 - (f) Events Secretary;
 - (g) Editor
- 5.2 All candidates for Committee posts must be current Members of the Club.
- 5.3 Nominations for candidates for election to the Committee must be submitted in writing to the Club Secretary not less than 14 calendar days ahead of the Annual General Meeting, citing the candidate's correct name and Membership number.
- 5.4 Each candidate must be nominated by a current Member, and that nomination must be seconded by a separate current Member. Any current Committee Member may stand for re-election, however, nomination of new candidates is also welcomed.
- 5.5 Voting may take place via one or any combination of the following methods as may be required to satisfy the requirements of the Membership:
- (a) In person at the Annual General Meeting;
 - (b) Via confidential online poll hosted on the Website;
 - (c) Via email to club.secretary@ttoc.co.uk;
 - (d) Via post to the Club's current registered address
- 5.6 To ensure the proper collation of votes, any votes cast by methods other than in accordance 5.5(a) above must be received no earlier than eight days, and no fewer than 24 hours, before the commencement of the published start time of the Annual General Meeting.
- 5.7 Each Member shall be entitled to exercise one vote for each available Committee post. Any Member being determined to have cast more than one vote in respect of any post shall have each and every one of their votes considered spoiled and consequently disregarded.
- 5.8 Voting shall be determined by a simple majority, that is, the candidate with the most votes for each Committee position shall be elected.
- 5.9 Each duly elected Member of the Committee shall hold office until the next Annual General Meeting, subject to the following:
- (a) That they may at any time be permitted to tender their written resignation to the Chairperson or Club Secretary, such resignation to be subject to a one-month cooling off period; or

- (b) That they may be proposed by at least four members of the Committee for removal from office in accordance with the provisions of Clause 3.6, with the following additional provisions:
 - (i) The proposed removal must be agreed upon by at least a quorum of the Committee;
 - (ii) Within seven calendar days thereafter, both the Committee Member in question and the Membership must be informed of the proposal. The latter will be informed by an announcement placed on the Club's Member Support Area on the Website;
 - (iii) The announcement must also contain an online voting facility permitting Members to vote for or against the proposed removal, such vote to remain open for a period of seven days;
 - (iv) The motion will be determined by a simply majority of votes cast.
- 5.10 In the event of a Committee position becoming vacant ahead of an election, written nominations will be invited by the Committee in accordance with the provisions of Clause 5.4 above. Voting will take place in accordance with the provisions of Clause 5.5 et seq, save that 5.5(a) and the time limits 5.6 shall not apply. The Committee will determine the relevant deadlines for nominations and voting and will notify the Membership of the same via the Club's Member Support Area on the Website.
6. DUTIES OF COMMITTEE MEMBERS
- 6.1 The Chairperson shall be required to:
- (c) Preside over meetings of the Club and its Committee;
 - (d) Exercise impartial control over all meetings;
 - (e) Oversee the general smooth running of the club.
- 6.2 The Vice Chairperson shall be required to:
- (a) Perform the duties of the Chairperson in their absence;
 - (b) Attend, wherever possible, all business meetings of the Club and its Committee.
- 6.3 The Club Secretary shall be required to:
- (a) Organise and give due notice of all business meetings of the Club;
 - (b) Attend, wherever possible, all business meetings of the Club and its Committee;
 - (c) Record accurate minutes of Club meetings;
 - (d) Oversee the general smooth running of the Club.
- 6.4 The Treasurer shall be required to:
- (a) Ensure the prompt deposit of the Club's income into a nominated account in the name of the Club, and ensure that no disbursement shall be made therefrom otherwise than in accordance with the procedure laid down at Clause 12 below;
 - (b) Properly record, manage and control all of the financial affairs of the Club, including banking, corporation tax and VAT where applicable;
 - (c) Report the financial status of the Club, within a reasonable period of time, when so requested by the Committee;
 - (d) Report the financial status of the Club to Members at least once per financial year, usually at the Annual General Meeting;
 - (e) Reasonably aid any independent auditor or official body with enquiries into the Club's financial affairs.
- 6.5 The Membership Secretary shall be required to:
- (a) Be responsible for, and process, all aspects of Membership administration;
 - (b) Process online Club shop orders.

- 6.6 The Events Secretary shall be required to:
- (a) Plan and organise the Club's annual gathering of Audi TTs, known as "*EvenTT*";
 - (b) Co-ordinate, and assist in the planning of, other Club events;
 - (c) Liaise with Audi UK and other parties in relation to potential Club and/or third party events;
 - (d) Encourage and/or assist the Club's Regional Representatives and/or other Club Members to organise local events;
 - (e) Collate and maintain the Club's events calendar for inclusion in *AbsoluTTe* and/or the Club's website;
 - (f) Promote Club events to encourage Membership.
- 6.7 The Editor shall be required to:
- (a) Collate and arrange articles and photographs for inclusion in *AbsoluTTe*;
 - (b) Co-ordinate proof reading of the articles;
 - (c) Liaise with designers and printers in relation to the publication of the printed copy of *AbsoluTTe*;
 - (d) Arrange the publication of the web newsletter version of *AbsoluTTe*.
- 6.8 The specific duties of other Members of the Committee shall be agreed upon their appointment.

7. COMMITTEE MEETINGS

- 7.1 The Committee shall hold at least two meetings each financial year.
- 7.2 A quorum at a Committee meeting is any four Members thereof.
- 7.3 A Committee meeting may take place either in person or via such electronic means agreed by the Committee as will enable each participant to communicate with all others simultaneously.
- 7.4 The Chairperson, or in their absence, the Vice Chairperson, shall preside over each Committee meeting. In the absence of both the Chairperson and Vice Chairperson, another Member of the Committee shall preside over that particular meeting.
- 7.5 Each and every issue may be determined by a simple majority of votes cast. A resolution which is in writing and signed by all Members of the Committee is valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one counterpart document and will be treated as having been passed on the date of the final signature.
- 7.6 Except for the Chair of the meeting, who has only the casting vote to be exercised only in the event of a tie, every Committee Member has a single vote on each issue.
- 7.7 Draft minutes of Committee meetings will be circulated to Committee Members within seven calendar days of each meeting.
- 7.8 Any Committee Member who shall, without good reason, absent themselves from three consecutive Committee meetings, may be called upon to resign their position on the Committee.

8. GENERAL MEETINGS

- 8.1 Once each year, and not more than four calendar months after the end of the previous financial year, the Committee shall convene an Annual General Meeting of the Club on a date and time to be determined by the Committee.
- 8.2 Members shall be notified of the AGM not less than 21 days in advance of the meeting.
- 8.3 The AGM shall:
- (a) Receive from the Committee reports of the activities of the Club during the past year;

- (b) Receive from the Treasurer a statement of accounts;
 - (c) Determine any resolutions submitted to the meeting;
 - (d) Elect the Committee for the forthcoming year;
 - (e) Address the appointment of auditors;
 - (f) Present and discuss plans for the coming year.
- 8.4 Members wishing a matter to be discussed at the AGM shall submit such written motion to the Club Secretary not less than 14 days before the AGM.
- 8.5 At least four Members of the Committee and at least two other current Members of the Club at the AGM forms a quorum.
- 8.6 No person may participate in the AGM unless they are a current Member of the Club or an authorised representative of a current Member.
- 8.7 Every person with a right to be present shall be entitled to a single vote on each matter. The Chairperson shall not be entitled to vote, but holds the casting vote to be exercised only in the event of a tie. A simple majority of votes decides a resolution.
- 8.8 Minutes of the AGM will be published either on the Club's Member Support Area on the Website and/or in the next available issue of *AbsoluTTe*.

9. EXTRAORDINARY GENERAL MEETING

- 9.1 An Extraordinary General Meeting may be convened for a specific purpose at any time by the Committee.
- 9.2 An EGM must be called within 14 days following receipt by the Committee of a written request by at least 25 current Members, specifying the reason for requesting the EGM and any motions to be determined. Such request must be made via email to committee@ttoc.co.uk and include the Member's full correct name and Membership number.
- 9.3 Any request for an EGM which does not satisfy the requirements of Clause 9.2 shall be disregarded as though it had never been made or received.
- 9.4 An EGM may consider more than one issue, provided that each has been notified in advance in accordance with the provisions of 9.2 above. Such motions for consideration shall be notified to the Membership via the Member Support Area of the Website.
- 9.5 The provisions of Clauses 8.5 et seq will apply equally to an EGM as to the AGM.

10. BANKING AND FINANCE

- 10.1 Only the Treasurer, Chairperson, Vice Chairperson and Membership Secretary may be authorised signatories to the Club's bank account.
- 10.2 All cheques and financial authorisations issued for or on behalf of the Club must be signed by any two Committee Members specified at Clause 10.1 above.
- 10.3 The Club's financial year shall run from 1 April until 31 March of the following year.
- 10.4 The Treasurer, who shall also prepare accurate records of the income, expenditure, assets and liabilities of the Club, shall retain receipts and/or invoices and the like for all items purchased with monies belonging to the Club.
- 10.5 The accounts shall be examined at least once each year by an independent auditor who shall have access to all records of the Club including but not limited to receipts, bills, vouchers and any other documentation reasonably required to conduct a thorough audit. Such auditor shall be appointed at the AGM.
- 10.6 The Club's accounts showing income and expenditure for the previous financial year and the closing cash balance at the year end will be presented by the Treasurer at the AGM and published as an appendix to the minutes as specified at Clause 8.8 above.

11. REGIONAL REPRESENTATIVES

- 11.1 The Committee may appoint at its discretion Regional Representatives to cover such areas as may be available, and to further the aims and objectives of the Club in accordance with Clause 2 above.
- 11.2 Regional Representatives must be current Club Members and must own, or have access to, an Audi TT.
- 11.3 Regional Representatives are encouraged to arrange regional events and activities for Members, and to attend the annual *EvenTT*. The Regional Representative must usually attend such events in an Audi TT.

12. REIMBURSEMENT OF EXPENSES

- 12.1 No Club Member may be remunerated for work done for or on behalf of the Club, other than in accordance with a written contract for goods and/or services properly entered into by the Committee in good faith in advance.
- 12.2 Committee Members and Regional Representatives may claim out of pocket expenses specifically incurred in the course of carrying out duties for or on behalf of the Club, subject always to the provisions of Clause 12.6.
- 12.3 Committee Members shall have the authority to make purchases on behalf of the Club up to the value of £500.00 with the advance approval the Treasurer, subject always to the provisions of Clause 12.6.
- 12.4 Purchases in excess of £500.00 shall be made shall be made only with the advance approval of a majority of the Committee, subject always to the provisions of Clause 12.6.
- 12.5 Committee Members shall have the authority to make small purchases on behalf of the Club up the value of £20.00, subject always to the provisions of Clause 12.6.
- 12.6 Receipts or invoices must be supplied to support claims, along with a written explanation for the expense. No claim will be paid without the support of a genuine receipt or invoice. The Treasurer shall have the sole discretion as to whether a claim is paid, having regard to, but not limited to, such matters as the reasonableness of the claim both in general and in terms of cost. No claim received more than six calendar months after the date the expense was incurred will be considered.
- 12.7 Any Committee Member who has purchased goods or services using Club funds, but which is not subsequently approved by the Treasurer for one or more reasons specified in Clause 12.5, shall reimburse the Club so as to put it back in the position it would have been in had the expense not been incurred.

13. USE OF CLUB NAME, ADDRESS, LOGO AND PROPERTY

- 13.1 The name and logo of the Club shall appear conspicuously on all official documents.
- 13.2 No Member shall be permitted to use the name, address, logo, property or other asset of the Club for any purpose without the prior written consent of the Committee.
- 13.3 Members shall not conduct any activity using the Club name and/or logo without the written consent of the Committee.
- 13.4 Members shall not use the Club's name and/or logo in any communication with any organisation, authority or individual without the written consent of the Committee.
- 13.5 The Club may, from time to time, sell merchandise or other property in order to raise funds to further the interests of the Club and its Members. Such sale of goods is subject to the following provisions:
 - (a) Information on any item owned by the Club and intended for sale shall be made available in full to any Club Member requesting it;

- (b) Ownership of all Club property remains with the Club unless and until receipt of full and final payment of the purchase price from the purchaser;
- (c) The purchase of Club property does not affect the statutory rights of the purchaser.

14. RULES AND CONSTITUTION

- 14.1 Members shall be provided with a copy of these Rules and Constitution upon request, and a copy shall be published on the Club's Website.
- 14.2 Each any every Member is bound by the Rules of the Club, and by any modifications thereof made in accordance with Clause 14.3 below.
- 14.3 These Rules and Constitution may be amended by a simple majority vote in favour of the proposed amendment at any authorised AGM.
- 14.4 Notice of all alterations to the Rules and Constitution shall be communicated to Club Members in writing within 30 days of the effective date of change. Communication shall be via email to the last known email address of each individual Member and via publication on the Club's Website.
- 14.5 The Chairperson will decide any dispute as to the interpretation of these Rules unless notice is properly served requesting that the matter should be resolved at an EGM in accordance with Clause 9 above.

15. DISSOLUTION

- 15.1 The Club may be dissolved only at an EGM, which shall be properly called in accordance with Clause 9 above.
- 15.2 Dissolution may only take place when an affirmative vote on that resolution of at least two thirds of attendees is recorded.
- 15.3 In the event of the dissolution of the Club at an EGM, one or more Trustees shall be appointed with full authority to wind up the affairs of the Club. The Club Secretary, after provision has been made for settlements of all debts and liabilities, shall dispose of all assets and monies of the Club in accordance with the motions carried at the EGM.

16. LIABILITY

The Club accepts that Committee Members acting in the Club's best interests are absolved from any joint or several personal liability for any action connected with the running or operation of the Club, save for legal responsibilities regarding criminal acts.