

ALFA ROMEO OWNERS CLUB RULES AND REGULATIONS
May 2013

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CLUB RULES

These Club Rules have been approved by the Board of Directors to ensure the smooth running of the Club and are in accordance with the Club's Articles of Association.

In the event of conflict between the Memorandum and Articles of Association and these Rules then the Articles of Association take precedence.

1. DEFINITIONS

- 1.1 Words importing the singular number only shall include the plural number and vice versa.
- 1.2 Words importing the masculine gender only shall include the feminine gender and vice versa.
- 1.3 Words importing persons shall include corporations.
- 1.4 In these Rules the words standing in the first column of the table shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

The Act	The Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force
AROC	Alfa Romeo Owners' Club Limited (The)
Club Rules	The Rules of AROC from time to time in force
Company	Alfa Romeo Owners' Club Limited (The)
F.I.A.	Federation Internationale Automobile
The Office	The registered office of AROC
The Seal	The Common Seal of AROC
RAC	Royal Automobile Club
MSA	Motor Sports Association
Member	Those persons accepted as Members pursuant to Rule 3.
Board	The Board of Directors of the Company from time to time.

2. STRUCTURE OF AROC

- 2.1 AROC shall be called the Alfa Romeo Owners' Club and shall be a registered members Club.
- 2.2 AROC is a company Limited by Guarantee with no Share Capital. All surpluses will be used to maintain or improve AROC's facilities and services or otherwise further the objectives stated in its Memorandum of Association. No surplus will be distributed.

3. MEMBERSHIP

3.1 The Club operates a system of ‘rolling renewal’ allowing members to join at any time throughout the year. Membership shall commence on the day of receipt of a completed application form and receipt by the Club of the subscription and, where appropriate, a joining fee, and shall run for twelve months through to the end of the month a year later. Thereafter membership shall continue for successive periods of 12 months subject to:

- (a) the overriding right of the Directors to cancel membership at any time and repay an appropriate proportion of the subscription and
- (b) payment of any subscriptions by the due date and
- (c) termination of membership pursuant to Rule 3.4 or Rule 7.

The Board has the right to refuse membership at any time. Membership is not transferable.

3.2 There are two classes of Membership:

- (a) Ordinary Members who may join as individuals or joint members (restricted to two adults – husband and wife, or partners only, resident at the same address). Each member is liable under the Guarantee contained in AROC’s Articles of Association to a maximum sum of £1.00 (Sterling). Each member (or joint member between them) shall be entitled to vote at any authorised meeting of AROC members, shall receive a single Membership Card, a single vote and a single password onto the Members’ only areas of the AROC website.

Concessionary membership is available to anyone who would qualify for membership and can prove that they are in full time education (Student Membership) or anyone who is over the age of 65 (Senior Membership), as agreed by the Board. Proof may be required.

- (b) Complimentary Members will be elected by the Board and may be those that have rendered exceptional service or benefit to AROC in the past or those that are currently able to assist in enhancing the prestige of the Club. The list of Complimentary Members will be reviewed by the Board every twelve months.

The Board may from time to time nominate a President and/or an Honorary Chairman. This is an honorary position open to Members and non-Members, normally for a 5 year period.

3.3 Anyone applying to join the Club is expected to behave in accordance with the Rules and Regulations of the Club.

3.4 Members have no automatic right to re-election at the end of any relevant 12 month membership period and for the avoidance of doubt the Board may in its absolute discretion refuse to re-elect a member or terminate membership at any time.

4. MANAGEMENT OF AROC

4.1 The general management of the affairs of AROC shall be vested in the Board in accordance with the terms of the Articles of Association of AROC. Members who are not Directors of the Company may be invited to perform certain tasks and the Board may delegate to designated Committees of members from time to time who shall report

to the Board. Payment for services may from time to time be agreed and periodically reviewed by the Board.

- 4.2 Each Committee shall consist of voluntary members willing to act on such Committee appointed or approved by the Board. The Members of each Committee and its terms of reference shall be approved by the Board and reviewed annually.
- 4.3 The Directors shall be appointed in accordance with the Articles. The Board shall usually consist of at least the Chairman, the Finance Director and the Company Secretary (who shall also be a Director). Directors will normally retire rotationally at General Meetings. The number of the members of the Board shall not be less than two and shall not be more than twelve
- 4.4 The Board are responsible for the administration and financial welfare of AROC, as Directors under the terms of the Companies Act and the roles of the Directors of the Board shall be designated by the Board, save that the Financial Director shall be responsible for the assembly and analysis of an Annual Budget covering all income and expenditure.
- 4.5 Any capital expenditure not included in the Annual Budget, shall require prior approval of the Board.
- 4.6 All documents concerned with changes to the policy or these Rules of AROC must be approved by the Board and the members notified pursuant to Article 9.4 of the Articles of Association.
- 4.7 The business of AROC shall be managed by the Board who shall exercise all such powers of AROC and do on behalf of AROC all such acts as may be exercised and done by AROC as are not by the Act or by these Rules required to be exercised and done by AROC in General Meeting, subject nevertheless to these Rules, to the provisions of the Act and to such regulations and requirements not inconsistent therewith as may be prescribed by AROC in General Meeting. No regulation made by AROC in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made.

5. OPERATION OF THE COMPANY

- 5.1 The Board shall meet not less than once a quarter.
 - (a) The location, agenda and notice for such Meetings shall be the responsibility of the Company Secretary.
 - (b) Minutes of these Meetings shall be produced by the Company Secretary.
 - (c) Meetings shall be conducted as determined by the Board or the relevant Committee from time to time.
- 5.2 All elected Members of the Board may use a single vote, save for the Chairman who shall not have a vote except to have a casting vote to resolve a tied poll.
- 5.3 Board Members who receive an honorarium or a regular fee for services provided to AROC, may not participate nor vote in any discussion relating to such payments.
- 5.4 A summary of the Minutes of Board meetings and Committee meetings may be published in AROC Magazine or Website from time to time.
- 5.5 The Board shall cause proper minutes to be made of the proceedings of all meetings of AROC members and of the Board and the Committees and all

business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, or a designated Member of a Committee shall be conclusive evidence without any further proof of the facts therein stated.

- 5.6 Members of the Board may be recompensed for travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of the Board and Committee Meetings or General Meetings, or otherwise in connection with the discharge of their duties.
- 5.7 The Board shall perform an annual review of fees paid for services and honoraria, and shall have the power to amend them as appropriate.

6. SUBSCRIPTION AND JOINING FEE

- 6.1 The Subscription Fees and Joining Fees shall be reviewed by the Board from time to time at their sole discretion.
- 6.2 The Board reserves the right to charge a Joining Fee or not, as well as the appropriate annual subscription fee to any prospective new member.
- 6.3 Subscriptions become due on the first day of the next month following twelve months of membership. Reminder letters will be sent out prior to this date.
- 6.4 Any members whose annual subscription is unpaid two months after the renewal date will cease to be a member of AROC.
- 6.5 The Board may at its discretion waive the payment of a Joining Fee to a rejoining member of AROC and where possible the member's original membership number will be re-allocated.

7. MEMBERSHIP RESPONSIBILITIES

- 7.1 Should circumstances occur which in the opinion of the Board are likely to be injurious to the welfare, character or good name of the Club due to the conduct of any member, the Board shall notify the member in writing of the nature of the complaint against him and call upon such member for an explanation in writing. In default of such explanation or if such explanation is in the opinion of the Board unsatisfactory or insufficient, the Board may invite by letter the member whose conduct is under inquiry, to attend a special Board Meeting to explain his actions in person. The Board shall have absolute and unfettered discretion to accept or reject any such explanation and to expel such Member. The expulsion of such a member can only be valid provided that any decision arrived at is unanimous and the result of a closed ballot of all members of the Board. Any such decision to expel any member shall be final and conclusive except as provided for by Rule 7.2 below.
- 7.2 Any member so expelled may give notice of appeal to a special general meeting of the Club within 14 days from the transmission by registered letter of a copy of the resolution, but such member will be treated as a non member until the holding of such general meeting.
- 7.3 Any member expelled from the Club shall forfeit all rights to any claim upon the Club, its property or funds and shall not be eligible for re-election to the Club unless agreed by the Board. This Rule shall apply to every member irrespective of the office held by him in the Club.

- 7.4 In addition to the power to expel any member the Board may at its discretion suspend a member for misconduct (subject to compliance with the procedure set out in Rule 7.1) for any period it thinks fit.
- 7.5 No member of the Club shall act in any way so as to involve the Club in any claim by any third party for any loss, damage or injury. No member shall, unless duly authorised by the Board in writing, charge the Club property or pledge the credit of the Club in any manner whatsoever and any member purporting to do so shall be personally liable therefore. Any Contract of any nature may only be signed by a Director of AROC Limited.

8. QUALIFICATION OF OFFICERS AND MEMBERS OF THE BOARD

- 8.1 No member shall be eligible to be a Member of the Board unless he/she has been a Club Member for more than one year.
- 8.2 When a Club member with trade interests is nominated for election to the Board these interests must be declared by the nominee. No more than 2 members with trade interests may be elected to the Board. When the election procedure would result in more than 2 members with trade interests within the Board, only those 2 receiving the most votes will be admitted to the Board. For the avoidance of doubt and without limitation, a Club member who is an employee of Alfa Romeo SpA., Alfa Romeo UK, distributor, retailer of spare parts or service agent of Alfa Romeo motor vehicles, whether officially appointed or independent, is a member with trade interests.

9. ARRANGEMENTS FOR ELECTIONS OF MEMBERS OF THE BOARD

- 9.1 Where possible, the magazine should be used for notices etc. to economise on distribution/postage costs and to reach all members.

Elections

The elections will be run by the Club Manager and supervised by the Company Secretary.

Nomination Papers will be issued by the Club Manager on written or e mail application to the Club Manager. Written applications for Nomination Papers should be accompanied by a stamped addressed envelope for the Nomination Papers to be sent to the applicant.

Nomination Papers must be returned to the Club Manager to arrive no later than the date advised.

Only Nominations on the proper form issued by the Club Manager will be accepted.

Only nominations received by the date advised will be accepted.

Nomination Papers must be accompanied by a Personal Statement and a photograph. Under no circumstances will a Personal Statement or photograph be accepted later.

Where a Personal Statement or photograph is/are missing the nomination will be published without the Personal Statement/photograph.

The Company Secretary will check all Nominations for validity and compliance with procedures and with Rule 8 hereof – the actual checking may be delegated to the Club Manager.

Nominees may appeal against any decision of the Company Secretary. Appeals must be made in writing by the date advised and the reason for the appeal must be clearly

stated. Appeals are to be made to the Chairman of the Board. The Chairman will determine the appeal with reference to the procedures set out above – the Chairman will not have discretion to allow an appeal where the Nomination failed to comply with the procedures set out above.

Details of the Nominees will be included in an appropriate issue of the magazine – with Personal Statements and photographs where provided.

The Membership Secretary will provide a list of all of the members of the club whose annual subscriptions were paid at the close of business on the last working day of the month preceding the month in which voting papers are to be issued.

Voting Papers will be issued to all of the members of the club whose names appear on the list provided by the Membership Secretary by the Club Manager and are to be returned to the Club Manager by a clearly stated date. Votes received after the stated date will not be counted.

Voting Papers will be opened by the Club Manager in the presence of the Chairman of the Board and Company Secretary. Votes cast will be counted by the Club Manager supervised by the Company Secretary. Any unclear voting papers will be referred to the Chairman of the Board and the Chairman of the Board's decision will be final. Spoiled voting papers or voting papers which are so unclear as to make it impossible to determine the votes cast will not be counted.

The results of the election will normally be announced by the Company Secretary at the General Meeting. Notwithstanding the foregoing, the Company Secretary may at his discretion announce the results of the election at a time and at a place other than the General Meeting.

Any nominees not present when the results are announced will be advised of the results of the election by e mail by the Company Secretary or the Club Manager at the earliest possible opportunity following the announcement of the results. The results of the election will be published in the next available club magazine.

It is envisaged that the elections will normally be held in the run up to the General Meeting which is held in November in every second year. The timetable will then be :- August Magazine – to include (1) Notice of election and invitation for nominations and (2) Article by Company Secretary to outline the election procedures.

October Magazine – to include (1) Notice of General Meeting, (2) Article by Company Secretary to outline arrangements for the General Meeting, (3) Details of Nominees with their Personal Statements and Photographs (where provided) and (4) Article by Company Secretary to outline arrangements for voting.

The elections may be held at other times in which case the timetable should be adjusted accordingly.

10. ACCOUNTS

- 10.1 The Board shall cause to be kept accounting records to give a true and fair view of the state of the Club's affairs and to show and explain its transactions, in accordance with the requirements of the Act.
- 10.2 The accounting records shall be kept at the Registered Office or subject to the Companies Act, at such other place or places as the Board may think fit and shall always be open to inspection by other Members of the Board. No member (other than a Member

of the Board) shall have any right of inspecting any accounting record or book or document of the Club, except as conferred by law or authorised by the Board.

- 10.3 A copy of every balance sheet and income and expenditure account, including every document required by law to be annexed thereto which is to be laid before the members at a General Meeting together with a copy of the Auditors report shall be sent to each member in accordance with the requirements of the Act.
- 10.4 For the avoidance of doubt, the Board shall whenever possible, in producing the Company's Accounts utilise the provisions of ss249 and 249A of the Companies Act - "Exemption from Audit" which shall of course be subject to any rights of members to require the appointment of auditors as prescribed by the Act.

11. AMENDMENTS TO RULES

- 11.1 These Rules and Regulation shall be in force until suspended, altered or revoked.
- 11.2 A majority of two-thirds of the Board at a meeting shall be required to make, suspend or alter any of these Club Rules and Regulations.
- 11.3 The Directors shall notify the members of any proposed revisions and amendments to the Club Rules not less than 28 days before any such amendments shall come into force (for this purpose, notification may be by way of publication on the Club's web site. (www.aroc-uk.com)).

12. CLUB SECTIONS AND MODEL REGISTERS

12.1 General

- (a) Club Sections are based upon a geographical area.
- (b) Model registers are based upon a particular model or series of Alfa Romeo Car.
- (c) Any Area Section or Model Register shall be subject to the Articles of Association and the Rules and regulations of the Alfa Romeo Owners' Club, except where specific alternative provisions are set out in these Rules.
- (d) A Club Section or Model Register shall at all times be subject to the jurisdiction of AROC Limited. The Board shall be taken to represent AROC fully for this purpose. In particular any directives relating to the best interests of AROC as issued by the Board shall be promptly acted upon by the Section or Register. See Appendix I applying to Risk Assessment at Shows and Events, Appendix II applying to Entry Form Indemnity at Shows and Events, Appendix III applying to Health and Safety and Appendix IV regarding Company Law: Company details.

12.2 Formation of Sections

- (a) A Section shall be deemed to have been formed when recognition is formally accorded to it in writing by the Board of Directors. Such recognition will, as a minimum, require the formation of a Section Committee consisting of a minimum of three officers who are members of the AROC. These must include a Secretary as the key contact point and organiser of the Section, and a Chairman, plus at least one other possibly titled Treasurer. (N.B. The Treasurer's duties may be covered by one of the other Section officers.)

Evidence that a viable Section has been initiated and can be maintained shall also be presented.

The Section Committee shall be elected by the paid up members of the Section in accordance with the rules in paragraph 11.4.

The purpose of the Committee is to serve the Section, which serves the Club. The Section Committee shall be responsible for sharing between them the following duties:

- Communications with members in the Section's catchment area. As a minimum, this will include the publication of Section News items in the AROC Magazine and AROC Website, including entries in the Section Events listing. Other means of communication are actively encouraged, including the use of post, email and the publication of items in the Area Sections part of the AROC website Forum. Sections are encouraged to produce their own Section newsletters and to set up and maintain their own Section website (assistance can be provided by the Club Webmaster). Any Section website will be hosted within the AROC domain.
- The holding of regular Section meetings, normally monthly, about which all of the members in the Section's catchment area should be notified. Sections are encouraged to arrange meetings for members but must note the Club's rules in this connection – see Appendices I to III.
- Organising a calendar of events for the mutual enjoyment and benefit of members in the Section.
- Forwarding details of the Section's activities and events calendar to the AROC Sections and Publications teams.
- Working to raise the profile of AROC within their region, e.g. by presence at local motoring events; to provide information about the AROC and to invite membership applications wherever reasonably possible.
- Maintaining a clear and accurate record of the Section's funds, earnings and expenditure. There must be an agreement between the Committee members as to who will be the fund holder (Treasurer) and who will be the second signatory of the account (Secretary or Chairman) where relevant. The Club's Financial or Sections teams may ask for evidence of a Section's financial records at any time. Note should be taken of Rule 5.5 above.

The Section Secretary should be the main contact for local members and the organiser of events, assisted by the Chairman who should be able to deputise for the Secretary. The Chairman should be primarily responsible for ensuring that the Section Committee works as a cohesive team, responsive to the needs of the local membership and for the longer term planning for the Section. There will be at least one other Section Committee member whose title and share of the duties will be decided by agreement between the Section members and the Section Chairman and Secretary.

It is recommended that a Section Committee is made up of an odd number of people to help avoid any issues with voting, should voting be required at a meeting of the Section Committee. If a Section Committee member occupies more than one position, then he/she will have a single vote.

- (b) The Board of AROC Limited shall have the authority to dissolve a Section should it consider such action to be appropriate.
- (c) A Section shall, at all times, be subject to the jurisdiction of AROC. The Board of AROC Limited shall be taken to fully represent AROC for this purpose. In particular, any directives relating to the best interests of AROC as issued by the Board shall be promptly acted upon by the Club Section.
- (d) A General Meeting of the Section shall be held in each calendar year and not more than 18 months shall elapse between General Meetings.

12.3 Section Committee and officers

The Section Committee and its Officers will be subject to yearly election by the Section members. Their tenure in office will be from the date of their election until the next General Meeting of the Section. Their period of tenure may be reduced as a result of resignation or by a majority vote of the paid up members attending an EGM. (See 11.4).

12.4 Section Committee Elections

- (a) Election of the Committee will be held as part of the Section's General Meeting, at which time the current post holders may give a verbal report of their activities during the year.
- (b) Candidates, who must be paid up members of the AROC, who wish to stand for service on a Section Committee must declare their candidature to the Section's members at least two weeks prior to the election and be nominated by a paid up AROC member who lives in the normal catchment area of the Section.
- (c) Each candidate may stand for only one Committee position on any particular Section.
- (d) Candidates must not already be elected members of other Area Section Committees.
- (e) The calling of a GM must be communicated with at least four weeks' notice to all the AROC members living within the catchment area of the Section. This must be achieved by email, personal letter or notification in the AROC Magazine or Newsletter. All AROC members living within the catchment area of the Section are required to be informed of the pending election and are entitled to attend and vote. They should bring with them their current membership cards as proof of their entitlement.

Voting will be on the basis of one vote per paid up member (or one single vote for a joint membership) for each Committee position. If a joint member is standing for a Committee position, he/she will be deemed to hold the 'joint' vote.

Voting would normally be done by show of hands, unless at least two members request a secret ballot in advance of the meeting.

Where a secret ballot is requested, all votes will be placed in an empty container. The votes will be counted and checked by two ordinary members of the Section, acceptable to all of the candidates, who will declare the total number of votes cast for each candidate for each position.

12.5 Club Section Finances

- (a) Limited financial backing for Club Sections may be available from the AROC national account, at the absolute discretion of the Board. Sections are expected

to be financially self supporting. Funding may be provided by the reimbursement of reasonable expense accounts submitted by the Section Committee to the Financial Director. Annual limits for such reimbursement may be set by the Board, and the Sections so advised.

- (b) A Club Section may open a separate bank account to that of the AROC Limited, but it must be clearly named so that the separate identity is apparent. A minimum of two signatures authorised by the Club Section shall be required on cheques issued against such an account. Instructions shall be given to the Bank that no overdrawing against this account is permitted. AROC Limited will not be responsible for any debts incurred by an AROC Club Section.
- (c) If a Club Section Bank account (or similar holding) is opened, then the Financial Director of AROC Limited must be informed and annual accounts in proper form must be submitted to him/her. Such accounts are to be based on a financial year of 1st January to 31st December. Intermediate statements of account shall also be submitted to the Financial Director whenever requested.
- (d) On occasions, AROC Limited may be prepared to give additional financial guarantees or backing to an activity being organised by a Club Section. Such additional financial liability will only be accepted by AROC following written authorisation from the Board prior to commencement of the activity. Retrospective claims for additional financial assistance will not be considered.
- (e) In summary, a Club Section should anticipate being self-supporting, but not run to make a profit. It may earn and hold a 'reserve' for use at a later date, as the Club does centrally.

12.6 Model Registers

- (a) A Model Register shall be deemed to have been formed when recognition is formally accorded to it in writing by the Board of Directors. Evidence that a viable register has been initiated and can be maintained shall also be presented. The purpose of the Model Register is to serve members of AROC Ltd with interests in that model. The Model Register shall be responsible for the following duties:
 - Compiling and maintaining a register of Alfa Romeos of the relevant model owned by Club members.
 - Communications with members owning the relevant model. As a minimum, this will include the publication of Register items in the AROC Magazine and AROC Website as relevant
 - Registrars are encouraged to arrange meetings for owners of the relevant model, for example, organising model parking at major AROC events but must note the Club's rules in this connection – see Appendices I to III.
 - Being a point of contact for technical queries about the relevant model
 - Communicating with registered owners of the model where requested. For example, if cars are required for press or show activities
- (b) Model Registrars are permitted to hold interests in the motor trade. However, if there is any question or doubt about the suitability of a Registrar or any officer

of a Model Register owing to their trade interests, will be decided by The Board in conjunction with the Club's Officers.

- (c) Register Finances. See 11.5 Club Section Finances.

13. COMPETITIONS

- 13.1 All motor competitions promoted by the Club shall subject to the provisions of Regulation 15.1 be held under the General Competition Rules of the RAC, and in accordance with any other requirements of the RAC.
- 13.2 Strict compliance with the Royal Automobile Club (RAC) Rules and Standing Supplementary Regulations for events involving motor vehicles are to be observed. In particular, RAC approval of all events subject to RAC/MSA is to be obtained in advance, through the Competitions Secretary of the Club. If a Section is outside the area controlled by the RAC, then the requirements of a similar body exercising the same powers delegated by the FIA shall be met. In such circumstances the Competitions Secretary of the Club should merely be kept informed of forthcoming events.
- 13.3 Any member convicted of an offence arising out of his being in charge of a motor vehicle in any Club event or on Club premises, shall thereupon be liable to expulsion from the Club.

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APPENDIX I

EVENTS AND SHOWS: Risk Assessment

Please think about issues relating to injury or damage if you are organising any event on behalf of your AROC Section or Register, however remote the possibility might seem. The term *Risk Assessment* sounds daunting, but this will often mean simply discussing with colleagues and co-organisers whether any adverse risks could exist and deciding whether action is required accordingly. Common sense will normally suffice and whilst you are encouraged to have these issues in your mind when making arrangements, there is no need to over-complicate what will usually be straightforward and enjoyable events for your members.

It goes without saying that any unusual or hazardous activities must be treated seriously and our insurers would want to take steps to ensure that AROC has the widest possible insurance protection. Some events will be wholly hosted by a third party organisation (eg Track Days), but the AROC Board might require the Club's insurers to explore whether such organisations have sufficient insurance that indemnifies AROC. All such events must be referred for Board approval in advance.

If any events involving third party suppliers or premises involve signing documents that contain any reference whatever to liability, waivers, insurance, indemnity or similar, do not do so without prior reference to the Company Secretary.

Please remember to let the AROC News Editor know of all such events for the diary, which AROC is using as the means by which we communicate with our insurers. There is a possibility of leaving AROC without cover if we fail to identify certain situations, so the best safeguard is to e-mail brief details of all events taking place to the News Editor, regardless of the lack of any perceived risks.

AROC
May 2013

1. NAME OF EVENT
2. LOCATION (please include brief description, e.g. field without buildings, inside shopping centre)
3. PURPOSE OF EVENT
4. DURATION OF EVENT
5. ESTIMATED NUMBER OF ATTENDEES
6. DESCRIPTION OF ALL ACTIVITIES TO BE UNDERTAKEN AT EVENT (including all vehicular use and anything specialist, e.g. bouncy castles)
7. ANY CATERING OR OTHER PRODUCTS ON SALE? IF SO, BY WHOM? (See also questions 10, 11, 12)
8. HAS A RISK ASSESSMENT BEEN COMPLETED? (if so, please list any issues arising)
9. WHO IS RESPONSIBLE FOR SITE SAFETY / SUPERVISION?
10. PLEASE PROVIDE DETAILS OF ALL SUB-CONTRACTORS TO BE ENGAGED
11. HAVE SUB-CONTRACTORS' INSURANCES BEEN CHECKED? (see attached questionnaire)
12. HAS AROC OR ITS REGION BEEN ASKED TO ENTER INTO ANY CONTRACTS IN CONNECTION WITH THIS EVENT? (please supply copies if so)
13. IS ANY PRINCIPAL ASKING FOR A HIGHER INDEMNITY LIMIT THAN AROC CURRENTLY HOLDS?

AROC CONTACT NAME & NUMBER IN CASE OF QUERY:

<u>NAME OF INSURER</u>
POLICY NUMBER
EXPIRY DATE
DESCRIPTION OF BUSINESS ON POLICY SCHEDULE

PLEASE SPECIFY INDEMNITY LIMITS APPLICABLE IN RESPECT OF:

PUBLIC LIABILITY £
PRODUCTS LIABILITY £
EMPLOYERS' LIABILITY £

DOES POLICY CONTAIN AN 'INDEMNITY TO PRINCIPALS' CLAUSE ?
PLEASE DETAIL ANY SPECIAL ENDORSEMENTS, CLAUSES, RESTRICTIONS OR EXCLUSIONS

SIGNED

PRINT NAME

DATE

COMPANY STAMP

APPENDIX II

EVENTS AND SHOWS: Entry Form Indemnity

The submission of a signed entry form is part of a contract between an event organiser and a potential entrant whereby the entrant agrees to participate in the event on the terms dictated by the organiser. Should a dispute or claim arise, those terms and the entry form become part of the mechanism for establishing responsibility. It is essential for organisers to ensure their paperwork stands up to scrutiny. Note that AROC may be both organiser and/or entrant.

AROC has become concerned that many organisers expect entrants to sign declarations that contravene the principles of fair contract by seeking to hold the organisers and other participants indemnified against claims resulting from injury or damage whoever is at fault. Any declaration that uses phrases like “howsoever caused” or “notwithstanding that the same may have been caused or occasioned by” is likely to fall into this category. Such declarations were made illegal by the Unfair Contract Terms Act of 1977, but are still frequently seen. AROC advises individuals not to sign such declarations as, in doing so, they may invalidate their own insurance.

Organisers have a responsibility to provide potential entrants with all the information necessary to enable an individual to make the decision whether or not to enter a particular event. They should thus ensure that entry forms are accompanied by all relevant details about the event on a separate sheet that the entrant should retain. In addition to the obvious details

about the event, this sheet should at least include:

- the name of the organising body and its status;

- the names of the organisers and how they may be contacted;
- a note of what authorisations and permissions have been obtained;
- a note of what insurance arrangements the organisers have made;
- details of what insurance arrangements entrants are expected to arrange for themselves.

The entry form should seek all the information that the organisers need and should carry a declaration that the entrant agrees to the (fair) conditions of entry and accepts his/her responsibility for ensuring the vehicle entered is fit for purpose and is properly insured.

The draft entry form and declaration on the attached sheet is designed for an event where there are both static and moving displays – clearly either section A or B can be omitted as appropriate if the event is either all static or all moving. The law requires that vehicles that are moved under their own power in places to which the public have access be insured in accordance with the Road Traffic Act.

The declaration is **not** suitable for use for an event where any element of competition attaches to driving the vehicle. Road rallies, competitive treasure hunts and other such events should be organised under the auspices of either the Motor Sports Association or the Auto Cycle Union which may have more specific stipulations in respect of entry form content. Only the AROC Competition Secretary should do this as he is recognised by the RAC/MSA in this connection.

NAME OF EVENT
DATE OF EVENT
LOCATION OF EVENT (OR START OF EVENT IF A RUN)

Name of entrant:

Address:
.....

Telephone (day): (evening):

Vehicle make Model

Year Capacity Registration

Insurer

Policy/Cover note number Expiry

MoT expiry date Road tax expiry [events on public highway only]

I, [insert name], wish to enter the vehicle described above in class

By my signature below:

I confirm that I have read the conditions of entry issued by the organisers and agree to be bound by them;

I confirm that the information given above is correct;

A. [to be deleted if the entry is for a static display when the vehicle will not be started]

I confirm that to the best of my belief the vehicle concerned is suitable for the use to which it will be put during the event and that the vehicle is roadworthy;

I confirm that I and/or any other person(s) I may nominate to move, drive, control or otherwise operate the vehicle am/are competent to do so;

I confirm that the use of the vehicle hereby entered will be covered by insurance as required by law. I undertake not to allow anyone who is not insured to do so to start, drive or otherwise operate the vehicle hereby entered during the course of the event.

B. [to be deleted if vehicle entered will be moved or operated under its own power at any time during the course of the event]

I confirm that the vehicle entered will not be started, driven or otherwise operated during the course of the event;

I confirm that I have in force a Public Liability Insurance policy that covers the use of the vehicle entered for such display purposes.

In the event of any defect in the insurance referred to above, I undertake to indemnify the organisers in respect of any loss that would have been covered had the insurance not been defective.

Signed Date

Room for useful information such as closing date for entries; entry fee; address to which entry form should be sent.

APPENDIX III

HEALTH AND SAFETY STATEMENT

It is the policy of the Alfa Romeo Owners Club Ltd to ensure as far as is reasonably practicable the health, safety and welfare of all members when they are involved in activities organised by the Club, Section or Registers, Equally we accept a similar responsibility for other persons who may come into contact with us when they are involved in such activities.

Any breaches of the Alfa Romeo Owners Club Limited Health and Safety Policy will be considered as gross misconduct and could lead to expulsion from the Club.

Our statement of general policy is:

- Provide adequate control of the health and safety risks arising from our activities as far as is reasonable practicable.
- Consult with our members on matters affecting their health and safety.
- Provide and maintain safe plant and equipment.
- Ensure safe handling and use of substances
- Provide information, instruction and supervision for members if required.
- Ensure all members are competent to do their tasks and to give them adequate training if appropriate.
- Prevent accidents and cases of activity-related ill health
- Maintain safe and healthy conditions during any organised activity.
- Carry out appropriate risk assessment of any activity,
- Monitor health and safety by investigating any accidents or instances of ill health and to investigate any reported concerns.
- Review and revise this policy as necessary at regular intervals.

Member Responsibility:

- It is the responsibility of those members organising events at a local level e.g Sections, Registers etc to ensure that the event is run in accordance with the Club policy and that the health and safety of anyone involved in the event is maintained as far as is reasonably practicable.
- All members have a responsibility to ensure that they take care of the health and safety of themselves and others, and to co-operate with the Club to help us comply with the law.
- Members must also co-operate with the Board of Directors, the Management Team and event organisers with regard to health and safety matters.
- They must not interfere with anything provided to safeguard their health and safety.
- Take reasonable care of their own health and safety.
- Report all health and safety concerns to an appropriate person (as detailed in this policy statement).

Any health and safety concerns should be reported to the organisers of the event at a local level in the first instance.

Any subsequent concerns or matters that cannot be dealt with at a local level should be reported in writing to the Club Chairman or Club Secretary who will deal with the report in an appropriate manner.

*AROC
May 2013*

APPENDIX IV COMPANY LAW: Company details

The Companies Act 1985, as amended, requires that the full Company name, registered number, registered office address and place of registration (e.g registered in England or Wales) must be shown on all websites, business letters and order forms. References to a document apply whether it is in hard copy, electronic or any other form. If a company fails to comply it is liable to a fine as are its officers or any other person responsible. If registered for VAT, the VAT number should also be shown. A convenient way to comply for electronic communication will be to use an automatic email footer.

For removal of doubt, the following information should be shown:

**ALFA ROMEO OWNERS CLUB LTD.
REG'D OFFICE; 8 ICKWORTH COURT FELIXSTOWE SUFFOLK IP11 2XL
REGISTERED IN ENGLAND NO 1106134. VAT REGISTRATION NO 318 0143 93**

May 2013