

Club Constitution

(Updated 01/01/26)

1. Terminology

The name of the club shall be "Focus MK1 Preservation Club", referred through this document as "The club".

The traditional "Chairman" title is replaced with "Founder".

2 GENERAL

2.1 CLUB PURPOSE

The club is a non-profit making unincorporated organisation dedicated to supporting the preservation and enjoyment of every Ford Focus MK1 in **original or subtly-modified condition** produced between 1998 and 2009 around the world. The main aim is to support quality ownership experiences for members in a welcoming and friendly community with plenty of advice and assistance in preserving, maintaining and restoring their example/s.

The club currently orchestrates the following functions, pending volunteer levels:

- i. Provision of a website & archive
- ii. Provision of a social media group
- iii. Provision of national & local area events
- iv. Provision of public liability and professional indemnity insurance
- v. Providing technical advice and assistance
- vi. Promote the knowledge and availability of parts
- vii. Promoting the history of the vehicle
- viii. Provision of merchandise
- ix. Provision of a membership registration system
- x. Management of a community business bank account

2.2 CLUB ASSOCIATION

- i. The club may at the discretion of its leadership, be affiliated to, or associated with, any association which carries on similar activities of those declared above so long as there is no conflict with the club constitution.
- ii. This club is an independent organisation and not affiliated, endorsed or a part of the Ford Motor Company.

2.3 REGISTERED PREMISES

The club's registered premises is the address of the Founder for the purposes of maintaining a club business account.

2.3 CORRESPONDANCE

The club's name will appear on all official media correspondence which could be a letter, email and website.

3 CLUB FINANCES

3.1 ACCOUNTS

- i. The Founder is responsible for all financial accounting records.
- ii. The Founder is overall responsible for managing the club's **business account.**
- iii. Any receipts of any items purchased for the club shall be retained by the Founder and Merchandiser to maintain records of income, expenditure, assets and liabilities of the club.
- iv. The club may occasionally make an operating profit on certain areas of its business scope. Any such profit is reinvested back into the club to support its functions as mentioned in **section 2.1**, hence the term "non-profit".

3.2 ANNUAL FINANCIAL AUDIT

- i. Finances will be subject to an audit every December to establish the amount of funds available for the following year and if any changes need to be made to ensure adequate reserves.
- ii. The club financial year is from 1st January to 31st December.
- iii. The founder will compile and publish the **members' annual report** each January, so all members can view the club finances for transparency.

4 MEMBERSHIP

4.1 CANDIDATES FOR MEMBERSHIP, RENEWAL & CANCELLATION

- i. **Anyone** around the world can apply for membership.
- ii. Membership is **rolling**, so new members can join at any time.
- iii. Membership shall be for **12 months** from the date of payment.
- iv. Prospective members must pay the fee; complete the registration form and agree to the terms & conditions of this document and privacy policy.
- v. Membership can be refused with the reason given to the applicant in email form. A full refund will also be made.
- vi. Membership is officially granted once a digital membership card is issued.
- vii. If any member **renews before** their membership expiry date, 12 months membership will be **added** onto this expiry!
- viii. If any membership expires, members have a period of up to **14 days to renew.** If a renewal occurs **within this time frame**, 12 months will be added to the date you renew on. Beyond 14 days since expiry, the membership is completely cancelled.
- ix. A membership can be cancelled at any time by notifying us **by email**. No refunds are issued due to the exceptionally low membership fee.
- x. The committee must agree to any change to the membership fee. This will be announced in December and implemented from the following January.

4.2 MEMBERSHIP REGISTER

- i. The club will keep a **membership register** which is password-encrypted and only contains information in which the member supplied for their application.
- ii. Only the Founder and Merchandiser have access to this register for the purposes of administering memberships and merchandise.
- iii. The club is regulated by the General Data Protection Regulation (GDPR) Act 2018. Information provided by members may be shared with the club committee for **only** the purposes of administering the club. The club will not sell or otherwise disclose information for the purpose of marketing or any other function not in pursuance of the club's main aims, see our "Privacy Policy".
- iv. The member responsible for the register and GDPR compliance is the Founder.

4.3 MEMBER CONDUCT

- i. If the club committee considers that any member's conduct is a contrast to the aims or spirit of the club, the committee will decide on the outcome.
- ii. This outcome and reason will be communicated to the member in writing with **two possible outcomes**, a warning or cancellation.
- iii. Members who've had their membership cancelled by the club may be unable to return to the club, depending on the reason.

4.4 ETHOS OF ORIGINALITY

- i. This is fundamentally a **preservation club**. As such we place a strong emphasis on **originality** or a **very limited amount of subtle modifications**. This criteria helps us maintain the integrity of the club's purpose and ensures that the cars we support remain true to the spirit of the original design.
- ii. As a clear guideline for prospective members, any examples featuring the following modifications will not be permitted under any circumstances: coilovers, extreme camber, de-cats, bonnet vents, body kits, and non-OEM wheels. This list is not exhaustive. If you are unsure whether a modification is acceptable, please contact us prior to joining for clarification.
- iii. The club will not police this during the application stage as we trust that members have self-certified that their example/s meet the criteria above. However later on, if the committee views that this criteria is not being followed, this could lead to cancellation of membership.

5 THE CLUB COMMITTEE

5.1 COMMITTEE

- i. The club is managed by a team of committed enthusiasts, most of who originally formed the club.
- ii. The traditional "Chairman & Membership Secretary" role is currently fulfilled by the Founder, alongside organising national events.
- iii. The committee has full control of the day to day running of the club.
- iv. The committee are the representatives of the club's name, mission and reputation on behalf of its members.
- v. If any committee member resigns their position, any club property will be handed back to the founder and any club specific email will be transferred to another/new committee member.

5.2 MANAGEMENT COMMUNICATION AND RULES

- i. The club committee stays in weekly contact to discuss anything relevant in relation to managing the club.
- ii. The club committee may occasionally create or change the club rules to maintain and improve its structure and offerings in line with future challenges. Appropriate communication will be made with members.
- iii. The club committee gathers once a year to discuss the general running of the club and anything that requires changing and improving for the benefit of all members.

5.3 COMMITTEE MEMBERS & ROLES

The committee currently consists of:

Club Role	Name	Duties
Founder	Andrew Darby	Memberships, Finances & Events
Merchandiser	David Harding	Merchandise
Media Admin	Jack Brierley	Website & Archive
Facebook Admin	Alex Lovelady	Facebook Admin & Petrol Support
Facebook Moderator	Adam Wilson	Facebook Moderator & Diesel Support
Parts Advisor	Matthew Cain	Parts Advisor
Professional Services	Craig Shovlin	Support, Repair & Restoration Services
Facebook Moderator	Dave Booth	Facebook Moderator
Facebook Moderator	Michael Searby	Facebook Moderator

6 REGIONAL AREA ORGANISERS

- i. The club will promote members that volunteer to be an "Area Organiser". Their role is to organise small-scale events or meetings in their local region.
- ii. Every area organiser is responsible for the running of their chosen area.
- iii. The committee will supply as much help and encouragement as is possible to help promote the club through local areas.

- iv. There is a document on our website for members to view our current area organisers; the regions they cover and their contact details.
- v. Area organisers are not considered committee members unless they actually hold a committee role as well.
- vi. All events will be covered by our own **public liability insurance**. A physical copy will be held by all area organisers.

7 CLUB WEBSITE

- i. The club has a website located at www.mk1preservation.club, this helps promote the car, the club, the community and the benefits of membership.
- ii. Non-members can browse the public section of the website which showcases the car; the club and a comprehensive buyers guide. They cannot see the content in the "Members Area".
- iii. All members will be given access to the content in the "Members Area" by creating a password during the registration process.

8 FACEBOOK GROUP ACCESS

- i. All members have full access to the club's Facebook group called "Focus MK1 Preservation Club".
- ii. New members need to request access to the group and answer a membership verification question.
- iii. Continued access to the Facebook group is conditional based on considerate conduct towards fellow members.
- iv. When membership is cancelled or lapses, Facebook group access is lost.

9 CLUB AWARDS

- i. The club wants to encourage active participation in the national events which are large gatherings open to every member regardless of location. To recognise something special in the community we have two trophy awards to present in the afternoon of each event.
- ii. The first trophy "Car of the National" is presented to the vehicle on the basis of presentation, condition and story. The second trophy is the "Special Member Award" which is presented to a member whose enthusiasm and dedication must be recognised. The decision is made by all attending club committee members on the day.

10 CLUB MERCHANDISE

- i. The club will endeavour to offer a small range of merchandise to its members. Any profits are reinvested into the club to support its activities as mentioned in **section 2.1**
- ii. The club maintains a dedicated sales email for members to send their order requests or make enquiries regarding sales.
- iii. We will require confirmation of address details for shipping purposes with every order request.
- iv. We are a **cashless organisation** and at the present the club will only accept **bank transfer** as a method of payment for merchandise. If members arrange to collect an order at an forthcoming event (subject to Merchandiser attendance) then it must be **pre-paid in advance**.
- v. Any merchandise remains the property of the club until payment from the member has been received in full.
- vi. We only retain order-related emails until the order is confirmed as delivered.
- vii. Any defects or issues with purchased merchandise can be rectified by contacting the sales email in which we will endeavour to resolve the problem.
- viii. The purchase of club merchandise shall have no effect upon the statutory rights of the buyer.

11 CLUB EMBLEM, NAME & COPYRIGHT

- i. The name and emblem of the club shall appear on all documents and publications including external email communications by the club.
- ii. No member of the club shall be permitted to use the name, emblem, property for any non-club related activities.
- iii. Members who are not part of the committee or act as an area organiser, shall not use the club name and emblem in any written communication with any organisation or person, without the consent of the founder.
- iv. The club badge is protected by Copyright. The club emblem is registered with the UK Copyright Service.

12 CLUB EMBLEM ©



13 CLUB WINDING UP

In the event of the club winding up, any property that can be disposed of will be sold off. Any property that cannot be sold will be handed back to the founder. All remaining funds in the business account will be donated to a charity of the committee's choice before closing the account.

14 CLUB CONSTITUTION AMENDMENTS

- i. A copy shall always be available to download from the club website.
- ii. This constitution will be reviewed every December, any changes will result in a revised version to commence the following January.

Andrew Darby Club Founder

Focus M//

Email: <u>info@mk1preservation.club</u> Website: <u>www.mk1preservation.club</u>