

## **Rules of Old Millhillians Club Limited**

### **1. INTERPRETATION**

For the purpose of construing these Rules, unless the context shall otherwise require,

- 1.1 the undermentioned words and phrases shall have the following meanings:
  - 1.1.1 “Alford House” means the youth club known as Alford House of Aveline Street, Kennington, London, SE11 5DQ;
  - 1.1.2 “the CEO” means the Chief Executive Officer of the Foundation
  - 1.1.3 “the Club” means Old Millhillians Club Limited (being a company registered in England and Wales under number 12088419 and being a company limited by guarantee);
  - 1.1.4 “the Club Office” means the office of the Club, the address of which is Mill Hill School, The Ridgeway, Mill Hill Village, London, NW7 1QS, or such other address of which notice shall be given to the Club Members from time to time;
  - 1.1.5 “Company Limited by Guarantee” means Old Millhillians Club Limited, a company limited by guarantee under which the Club operates, registered in England and Wales under number 12088419 and whose registered office is at The Ridgeway, London, United Kingdom, NW7 1QS;
  - 1.1.6 “Director” means a Director of the company limited by guarantee;
  - 1.1.7 “Financial Year” means the “calendar year”;
  - 1.1.8 “the Foundation” means Mill Hill School Foundation comprising the schools known as Mill Hill (“Mill Hill”), Belmont (“Belmont”), Grimsdell (“Grimsdell”) and Mount Mill Hill International (MMHI);
  - 1.1.9 “GDPR” means The General Data Protection Regulation (EU) 2016/679;
  - 1.1.10 “General Meeting” means the annual general meeting (“AGM”) or an extraordinary general meeting (“EGM”) of the Club;
  - 1.1.11 “the Head” means the Headmaster or Headmistress of Mill Hill, Belmont, Grimsdell or MMHI as the case may be;
  - 1.1.12 “the Management Committee” means the committee appointed by the Club Members to manage the business of the Club;

- 1.1.13 “Club Members” means all fully paid members of the Club;
  - 1.1.14 “Company Members” means the designated members of the Company Limited by Guarantee;
  - 1.1.15 “the Officers” means the Chair, Honorary Secretary and Honorary Treasurer for the time being of the Club and who shall be the directors of the Club alongside the President;
  - 1.1.16 “Prepaid Members” means Club Members whose subscriptions have been prepaid by virtue of a parent funded prepayment scheme or any other prepayment scheme agreed with the Foundation;
  - 1.1.17 “the President” and “the Vice-President” mean the president and the vice-president for the time being of the Club; and
  - 1.1.18 “Working Days” means all days except Saturdays and Sundays and public holidays in England and Wales; and
- 1.2 a reference to a Rule means a rule of the Club;
  - 1.3 a reference to membership means membership of the Club unless otherwise defined;
  - 1.4 the masculine gender shall include the feminine and neuter genders and vice versa and the singular shall include the plural and vice versa.

## **2. OBJECTS**

The objects of the Club shall be to foster and promote cultural, sporting, social and career development activities amongst the Club Members and to maintain an active interest in the welfare, development and charitable aims of the Foundation and Alford House.

## **3. CLUB MEMBERSHIP**

Membership of the Club shall comprise the following categories:

- 3.1 Full Members, who shall consist of former pupils of the Foundation schools, namely Mill Hill, Belmont, Grimsdell, MMHI and The Mount, who are not younger than 16 years and, unless the Management Committee shall otherwise determine, consisting of:
  - 3.1.1 Junior Members, who shall be any former pupil who left Mill Hill at the end of any of the Foundation Years 2001-2018 and who is aged under 35 years on 1<sup>st</sup> September of a membership year

- 3.1.2 Senior Members, who shall be any former pupil of Mill Hill and who is not a Junior Member
  - 3.1.3 Overseas Members, being Members who are ordinarily resident outside the United Kingdom of Great Britain and Northern Ireland (“UK”), the Irish Republic, the Isle of Man and the Channel Islands, and
  - 3.1.4 Life Members, being Members who have paid a lifetime subscription by a lump sum or by instalments either personally or as a result of any pre-payment scheme or who were elected Life Members no later than 30<sup>th</sup> June 1953 or who have attained the age of 80 years and have been Full Members for at least the preceding five (5) years.
  - 3.1.5 Former pupils of Belmont, Grimsdell, MMHI and The Mount who have paid a lifetime subscription.
- 3.2 Associate Members, who shall consist of:
- 3.2.1 Those who have been members of the Court of Governors of the Foundation, CEO, Heads, and teaching staff at Mill Hill, Belmont, Grimsdell and MMHI, and employees within the administration of the Foundation who, not being Honorary Members or eligible for full membership, are elected as Associate Members; and
- 3.3 Honorary Members, who shall comprise those persons not eligible for Full Membership,
- 3.3.1 who have rendered exceptional service to the Club, the Foundation or Alford House and who are elected as Honorary Members for life at a General Meeting.
  - 3.3.2 who, during the terms of their respective offices only, are members of the Court of Governors of the Foundation, the CEO, members of the CEO’s leadership team as agreed from time to time by the Management Committee with the CEO, the Heads and teaching staff of Mill Hill, Belmont, Grimsdell and MMHI, the Liaison Representative, being the teacher appointed to maintain liaison between the Foundation and the Club, and the Alford House Representative, being the representative appointed by Alford House to serve on the Management Committee.

#### **4. APPLICATION FOR CLUB MEMBERSHIP**

To comply with GDPR any individual eligible for and wishing to apply for Club membership shall complete an application form which, inter alia, shall include a confirmation statement that the application is made subject to the applicant's acceptance of the Club's Privacy Policy, Club Rules and membership terms and conditions.

#### **5. ADMISSION OF CLUB MEMBERS**

5.1 On admission of a new Club Member, the Alumni Relations Officer shall notify him of his admission and shall (other than in the case of a new Prepaid Member) request him to remit the appropriate subscription unless it has already been paid. No new Club Member, other than a new Honorary Member who shall pay no subscription, shall enjoy any of the rights and privileges of membership or participate in any of the Club's activities, other than as a guest of a Club Member, until he has paid such subscription or due proportion thereof, if applicable.

5.2 The Management Committee reserves the right to reject any application for membership of the Club.

#### **6. SUBSCRIPTIONS**

6.1 The amount of subscription payable to the Club by Club Members, or any category of Club Members other than Honorary Members who shall pay no subscription, shall be fixed from time to time by the Management Committee and may be a single year subscription, a multi-year subscription, or a lifetime subscription. The Management Committee shall give not less than 3 months' notice of any revision of the said amount to the Club Members affected by such revision.

6.2 Annual membership subscriptions and life membership instalment subscriptions must be paid by Direct Debit unless otherwise approved by the Management Committee on grounds of exceptional circumstances. Lump sum life membership subscriptions may be paid by cheque payable to the Club and sent to the Club Office, banker's order or electronic transfer. No cash is accepted for any transaction.

## **7. NON-PAYMENT OR UNDER PAYMENT OF SUBSCRIPTIONS**

If a Club Member fails to pay the correct subscription within 3 months of the date when it falls due for payment, the Management Committee may at any time thereafter cause his membership to lapse and shall notify that Club Member accordingly.

## **8. RESIGNATION OF CLUB MEMBERS**

A Club Member wishing to resign from membership shall notify the Club of his intention to do so whereupon the liability of that Club Member to pay further instalments of the subscription shall cease.

## **9. EXPULSION OF CLUB MEMBERS**

- 9.1 If a complaint shall be made to the Management Committee, or the Management Committee has reason to believe, that a Club Member has behaved or is behaving in a manner which is injurious to the reputation, character, or interest of the Club, or if a Club Member shall refuse to submit to the Rules and other regulations of the Club from time to time in force, then the Management Committee shall appoint a disciplinary committee (“the Disciplinary Committee”) consisting of no more than 3 members of the Management Committee and including inter alia the Chair and the Honorary Secretary, if they are available, to consider the behaviour of the Club Member in question and to determine whether he should be expelled from membership.
- 9.2 The Disciplinary Committee shall invite the said Club Member to attend a meeting with the Disciplinary Committee to explain his behaviour and shall receive such other evidence as may be submitted to it before reaching a decision.
- 9.3 The decision of the Disciplinary Committee shall be final and shall not be invalidated by the said Club Member’s non-attendance at the meeting referred to in Rule 9.2.

## **10. NO CLAIM ON THE CLUB AFTER CESSATION OF CLUB MEMBERSHIP**

A Club Member whose membership has ceased shall not be entitled to a refund of any subscription paid by him, nor shall he be entitled to participate in any distribution of capital or income, the payment of which is determined by the Management Committee under Rule 15, after he has ceased to be a Club Member. A Club Member who has been

expelled or has ceased to be a Club Member as a result of non-payment of subscription shall not be entitled to any such distribution determined by the Management Committee at any time whatsoever.

## **11. CLUB MEMBERS' GUESTS**

A Club Member shall be responsible to the Club for the behaviour of all persons whom he introduces to Club functions and premises occupied by the Club, or which it is entitled to use, and shall comply with all regulations from time to time imposed by the Management Committee relating to the Club and such other premises used or occupied by it. Club Members must in particular ensure that they and their guests have regard to clause 19 of the Club Rules, 'Compliance with Foundation Policies'.

## **12. PRESIDENT, VICE-PRESIDENT AND MANAGEMENT COMMITTEE**

- 12.1 The affairs of the Club shall be managed by the Management Committee consisting of elected Club Members ("Elected Members") and those appointed to it ex-officio by virtue of Rule 12.3 and those individuals co-opted by virtue of Rule 12.5
- 12.2 The Elected Members shall be elected or re-elected annually at the AGM or at such other General Meeting as may from time to time be necessary for their election and shall consist of the Officers and such other Club Members as are elected to serve on the Management Committee.
- 12.3 Ex-officio members of the Management Committee shall be those who are from time to time the President, the Vice-President, the Alford House Representative and two Mill Hill School Representatives - the Head of Mill Hill and the Liaison Representative.
- 12.4 Elected members, except the two Mill Hill School Representatives referred to in Rule 12.3, are entitled to be appointed as Company Members and Directors in accordance with the Club's articles of association. In the event an Elected Member ceases to be a member of the Management Committee, he will automatically cease to be a Company Member and Director in accordance with the Club's articles of association.
- 12.5 The Management Committee shall have power to co-opt any Club Member to membership of the Management Committee and to appoint sub-committees comprising any Club Members whether they be members of the Management

Committee or not for the transaction of any particular business of the Club.

- 12.6 The Elected Members shall automatically resign immediately prior to each AGM. Elected Members choosing to continue as Elected Members shall be proposed for re-election to the Management Committee at each AGM. Any Club Member wishing to stand for election or re-election shall notify the Chair of his wish no later than 60 days before the AGM.
- 12.7 Any Club Member, whether a Full Member or not, may be elected as the President or the Vice-President.
- 12.8 Other than the persons referred to in Rule 12.3, no Club Member who is not a Full Member shall be entitled to membership of the Management Committee unless, having been invited by the Management Committee to stand for membership, he is duly elected as a member thereof at the AGM or unless he is co-opted pursuant to Rule 12.5.
- 12.9 Subject to his election pursuant to Rule 14.2, the President shall take office at the annual dinner of the Club (“the Club Dinner”) to be held in October in each year and shall hold office until the next Club Dinner. If in any year no Club Dinner shall be held in October, the President shall take office on the Friday nearest to the 20<sup>th</sup> October in that year.
- 12.10 The Vice-President shall hold office for the same period as the President.
- 12.11 If the President is unable to fulfil his duties as President by virtue of his resignation, dismissal, death, illness, or other unavoidable cause his duties shall be fulfilled, if he is willing to act, by
- 12.11.1 the Vice-President, or failing him,
- 12.11.2 the Chair of the Club, or failing him,
- 12.11.3 such other person as the Club Members may appoint at a General Meeting, and if the Vice-President is unable to fulfil the duties of the Vice-President by virtue of any of the reasons referred to in this Rule his duties shall be performed by such other Club Member as the Club Members may appoint at a General Meeting.

### **13. MANAGEMENT COMMITTEE MEETINGS**

- 13.1 Notice of each meeting of the Management Committee shall be given to its members and shall be deemed to have been given if transmitted by e-mail to their last known e-mail addresses not less than 3 Working Days before the meeting.
- 13.2 Three members of the Management Committee present at the beginning of the meeting shall constitute a quorum.
- 13.3 Each meeting shall be chaired by the Chair or, in his absence, by the Honorary Secretary. If he shall also be absent, the meeting shall be chaired by such other member of the Management Committee as the members of the Management Committee present at the beginning of the meeting shall appoint.
- 13.4 In the case of equality of votes on any resolution, the chair of the meeting shall have a casting vote.
- 13.5 Each Elected Member except the Officers shall be entitled to nominate an alternate to attend any meeting of the Management Committee and to speak and vote on his behalf either as he shall instruct the alternate or as the alternate thinks fit.
- 13.6 The Management Committee, excluding the two Mill Hill School Representatives, shall be responsible as Company Members for the appointment and removal of directors of the company limited by guarantee under which the Club operates.
- 13.7 Meetings of the Management Committee can take place by audio or video conference or other electronic meeting facility and/or members of the Management Committee can attend meetings by audio or video conference or other electronic meeting facility and the Management Committee may make whatever arrangements they consider appropriate in the circumstances to enable those attending a meeting of the Management Committee to speak and vote at it.

### **14. GENERAL MEETINGS**

- 14.1 A General Meeting shall either be an AGM or an EGM.
- 14.2 An AGM shall be held each year no later than 30<sup>th</sup> June, on a date to be determined by the Management Committee, for the purpose of transacting such business as may

be necessary and in particular to deal with the following matters:

- 14.2.1 to elect the President (“the Incoming President”) and Vice-President for the period referred to in Rule 12.9 in the month of October following the AGM;
  - 14.2.2 to elect or re-elect the Officers and other Elected Members of the Management Committee for the same period as the Incoming President;
  - 14.2.3 to receive reports from the Chair and the Honorary Treasurer and the financial statements of the Club, signed by the Honorary Treasurer, and a formal review of the financial statements undertaken by an independent examiner in accordance with guidance from the Institute of Chartered Accountants in England and Wales (ICAEW) for the Financial Year ending on 31<sup>st</sup> December preceding the AGM;
  - 14.2.4 to appoint or re-appoint the independent examiner of the Club’s accounts
- 14.3 An EGM may be convened at any time by the Management Committee and must be convened on the written request of not less than 30 Club Members who are not members of the Management Committee stating the objects for which the EGM is to be convened.
- 14.4 Notice of a General Meeting specifying the date, time and venue thereof and the business proposed shall be sent to the Club Members. Notice shall be deemed to have been validly given by posting it in a duly stamped and addressed envelope, or by transmitting it by e-mail, to each Club Member at his last known postal or e-mail address or by publishing it on a website not less than 21 days before the date of the General Meeting. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
- 14.5 No business shall be transacted at a General Meeting unless a quorum is present at the time appointed for the beginning of the General Meeting. 15 Club Members shall

constitute a quorum, except in the case of an EGM convened on the written request of at least 30 Club Members when the quorum shall be 30 Club Members. If no quorum is present at the beginning of the General Meeting, the General Meeting shall be dissolved, except in the case of an EGM called for the purpose of appointing a new President or Vice-President, or in the case of an AGM when the ordinary business specified in Rules 14.2.1-14.2.4 inclusive may be transacted, notwithstanding the absence of a quorum.

- 14.6 Every General Meeting shall be chaired by the President or the person fulfilling the duties of the President under Rule 12.11 or, failing either of them, by the Chair or, failing him, by such member of the Management Committee as a majority of the Club Members present at the General Meeting shall appoint.
- 14.7 A Club Member may vote at any General Meeting by appointing a proxy who shall be another Club Member entitled to attend and vote at General Meetings and who shall be appointed either (i) by notice in writing which (a) states the name and address of the Club Member appointing the proxy, (b) identifies the person to be the Club Member's proxy, (c) is signed by the Club Member or sent from his e-mail address as currently notified under Rule 17, and (d) is delivered or sent to the Honorary Secretary at the Club Office or (ii), if provided by the Management Committee, if correctly appointed via an electronic appointment system. Unless the proxy notice indicates otherwise, it shall be treated as allowing the person appointed as having proxy discretion as to how to vote on any resolutions put to the General Meeting or any adjourned meeting thereof.
- 14.8 Save as provided by Rule 21, all questions arising at a General Meeting shall be decided by a simple majority of the Club Members present and voting whether personally or by proxy.
- 14.9 Voting shall be effected by a show of hands unless, before or on the declaration of the result, the chair of the meeting or not less than 5 Club Members present personally or by proxy shall demand a written vote or unless Rule 14.12 applies. Any written vote shall be taken forthwith.
- 14.10 In the case of equality of votes, the chair of the meeting shall be entitled to a casting

vote.

14.11 Only Full Members and Honorary Members elected for life under 3.3.1. shall be entitled to attend or vote at a General Meeting.

14.12 Any General Meeting can take place by audio or video conference or other electronic meeting facility and/or Club Members can attend meetings by audio or video conference or other electronic meeting facility. In such circumstances voting may be effected by way of an online voting site and the Management Committee may make whatever arrangements they consider appropriate in the circumstances to enable those attending a General Meeting to exercise their rights to speak and vote at it.

## **15. CLUB ASSETS**

15.1 All property and investments from time to time belonging to the Club ("Club Assets") shall be owned by the Company Limited by Guarantee directly or through wholly owned subsidiaries of the Company Limited by Guarantee. The Management Committee, excluding the two Mill Hill School Representatives, shall make all decisions regarding the acquisition, varying, transposing and disposal of the same and the treatment of income arising from the Club Assets, including whether to distribute the Club Assets to Club Members who are eligible in accordance with Rule 15.2 or to such other institution (charitable or otherwise) having objects similar to the objects of the Club, including but not limited to Alford House and the Foundation. All Club Assets may be dealt with freely, whether or not authorised by law, subject to the Management Committee acting prudently and if appropriate upon the advice of any investment sub-committee appointed by it for such purposes or any other suitably qualified persons.

15.2 Only Life Members and Club Members who have been fully paid annual members for five (5) complete Financial Years prior to any distribution of Club Assets to Club Members will be eligible to benefit from any distribution of Club Assets to Club Members. The Management Committee shall be entitled, at their discretion, to include any future criteria that they see fit for eligibility prior to any such distribution of Club Assets.

## **16. ACCOUNTS**

16.1 The Management Committee shall cause proper accounting records to be kept and shall cause accounts to be prepared for each Financial Year to ensure an independent examination of the state of affairs of the Club is undertaken in accordance with Rule 14.2.3.

16.2 Independent Accountants shall be appointed annually to prepare and examine objectively, (and if required, audit) the accounts of the Club.

16.3 The Management Committee will approve the fees of the Independent Examiner for each Financial Year.

## **17. CLUB MEMBERS TO COMMUNICATE THEIR CONTACT DETAILS**

Every Club Member shall be responsible for advising the Club of all changes of his postal and/or e-mail addresses and telephone number(s).

## **18. DATA PROTECTION**

19.1 The Club's Privacy Policy sets out the Club's Data Protection Policies. It shall always be posted on the Club's website.

19.2 Any changes to the Club's Privacy Policy will be notified to all Club Members by email and any other electronic means in use at the time.

19.3 As a matter of Club policy, Club Member personal data will not be shared with any third party, except the Foundation and the Life Guardians Committee under the terms of a Data Sharing Agreement

19.4. It is a condition of Club membership that Club Members consent to receiving communications regarding activities and events undertaken by the Club, its affiliated Sports Clubs and the Foundation by electronic means (including e mail, social media and telephone) or by post.

## **19. COMPLIANCE WITH FOUNDATION POLICIES**

Club Members are expected to comply with Foundation policies and codes of conduct at all times when visiting the school premises and grounds or when attending events where pupils of the Foundation are present. Club Members should refer to Foundation policy statements posted

on the Club's website.

## **20. RULES TO BE PUBLISHED ON THE CLUB'S WEBSITE**

The Rules shall be published on the Club's website. Details of amendments shall be notified to Club Members as soon as practicable after they have been adopted at a General Meeting. Club Members shall be deemed to have full knowledge of the Rules whether or not they have read them.

## **21. AMENDMENT OF RULES**

The proposed repeal, alteration, deletion or addition of any Rule shall require the approval of not less than three-quarters of the Club Members present and voting at a General Meeting whether personally or by proxy.

## **22. ARRANGEMENTS WITH OTHER CLUBS**

- 22.1 Where any arrangements are made for Club Members to use the facilities of another Club ("the Host Club"), Club Members shall in so doing conduct themselves in a seemly manner.
- 22.2 In particular, but without prejudice to the generality of Rule 22.1, Club Members will be expected to conform to all rules and regulations of the Host Club. Copies of the rules and regulations of the Host Club shall be available on request from the Club Office.
- 22.3 If a Club Member has a complaint about his treatment at a Host Club, details should be submitted to the Honorary Secretary at the Club Office. In no circumstances should any complaint be made direct to the Host Club.

## **23. NOTICES**

Unless otherwise stipulated in these Rules, all communications shall be sent by Club Members to the Club and by the Club to Club Members by post in a stamped and addressed envelope, or by e-mail to their last known postal or email addresses or by means of a website and will be deemed to have been delivered in the case of post 2 Working Days after posting and in the case of e-mail on the Working Day following the date of transmission and in the case of a website when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received)

notice of the fact that the material is available on the website. In the case of postal communications to and from addresses outside the UK, delivery shall be deemed to be on the Working Day when in the normal course of events it might reasonably be expected to be delivered.