



North Cheshire Cruising Club Limited

Information

And

Procedures Handbook

V4 : May 2025

Introduction to the North Cheshire Cruising Club Limited

Welcome to the North Cheshire Cruising Club. This handbook has been prepared to provide Members and Associates with key information and guidance on the operations, procedures, and facilities of the Club.

Founded in 1943, the Club was established with the primary aim of supporting and promoting the rights of private boat owners to cruise the canals and inland waterways of England, with a particular focus on the waterways of North Cheshire.

Operating from our headquarters at High Lane and from moorings along the scenic Macclesfield Canal, our members regularly set out each cruising season to explore the vast and historic network of inland waterways across England and Wales. It's not uncommon to spot a Club burgee proudly flying from a vessel in Llangollen, another at Stourport, one crossing the Pennines into Yorkshire, or emerging from the depths of Harecastle Tunnel en route to the Thames or across the Midlands via the Trent & Mersey and the Fossdyke.

The Club's magazine, *The Ditchcrawler*, is distributed free of charge to all members and serves as a source of news, stories, and updates about Club activities. Members are warmly encouraged to contribute content, share experiences, and stay connected through this publication.

Our Member Directory (Members' Handbook) is updated regularly to help everyone stay in touch. To keep it accurate and current, we kindly ask all members to notify the Membership Services Director of any changes to their contact details, boat name, telephone number, or email address.

We hope you find this handbook a helpful and informative resource. Here's to safe travels and enjoyable cruising!

Information about North Cheshire Cruising Club

Club Facilities

High Lane Moorings

The principal moorings of the North Cheshire Cruising Club are located along the canal arm at High Lane. Our Clubhouse, situated conveniently on the arm, offers members a welcoming and sociable meeting space. Facilities include:

- Drinking water taps located on the quay
- An Elsan disposal unit
- Hot water supply within the clubhouse
- Cloakroom, toilet, and shower facilities

The Club Bar is open on Friday evenings, during Saturday workdays, and for Sunday lunches from October to Easter. It is also open for all scheduled social events throughout the year.

The Clubhouse is available for private hire by both members and the general public, subject to approval by the Board, the Premises Director, and the Bar Manager. Application forms can be obtained from the Premises Director.

Slipway and Boat Services

A slipway is available at High Lane to assist with hauling boats from the water for blacking, surveys, repairs, or painting. This service must be booked in advance through the Wharf Superintendent. A chart showing available time slots is displayed in the workshop and is also accessible via the Club website. Regular updates are also distributed via email. Please note that a fee is applicable for this service.

Members using the slipway must ensure their insurance policy is fully comprehensive and includes cover for hauling out and hard standing on Club premises.

Workshop and Storage

With the prior permission of the Premises Director, small items of boat tackle and gear may be temporarily stored in the workshop. Please be aware that the Club accepts no responsibility for any stored items; storage is entirely at the owner's risk.

For safety reasons, no flammable liquids may be stored in the workshop, and no welding or grinding is permitted. Smoking is strictly prohibited in the workshop area.

Notice Boards

Notice boards around the Club are used to share current information on Club events, activities, and important updates. Members are encouraged to check them regularly.

Electrical Supply – Canal Arm

To ensure safe and proper use of the electrical supply along the canal arm, the following guidelines must be observed:

- Electrical outlets must not be used as mooring bollards, even temporarily.
- All extension leads crossing footpaths or walkways must be either properly covered to reduce trip hazards or routed at a safe overhead height.
- Extension leads must be of sufficient length to reach your vessel in a single unbroken run.
- Unauthorised connections or alterations to the Club's electrical system are strictly prohibited. Only the installed system may be used unless specific authorisation has been granted.
- Only correct commando plugs should be used. Adaptors are strongly discouraged due to the risk of dampness, which may trigger earth leakage breakers.

- Members are expected to make mutually agreeable sharing arrangements with nearby boaters when necessary.
- Electrical cards for power use can be purchased at the Wharf Office.

Canal Arm Regulations

The Club rents the canal arm at High Lane under an agreement with specific conditions. Therefore, any member wishing to make alterations or additions to their mooring must first notify the Board through the Water and Land Space Director. Proposals must be approved before any work is undertaken.

Whiteley Green Moorings

The Club owns a private, short-term mooring at Whiteley Green, located adjacent to Bridge 25 on the Macclesfield Canal, approximately one mile north of Bollington. This tranquil mooring, which features a solid stone quay and around half an acre of meadowland, is available exclusively to Club members for temporary use. Members are reminded that this is a shared facility, and its use should be respectful, considerate, and in line with Club guidelines.

General Information and Member Support

At the North Cheshire Cruising Club, we warmly welcome all new members. If you find yourself in need of advice or assistance with any aspect of canal or river cruising, please don't hesitate to ask. Our Board Members and Club Officials are always happy to help, or to direct you to someone with the relevant knowledge or experience.

Whether you're looking for help with your boat, seeking information about the Club, or have questions about procedures, we're here to support you. Below is a quick reference guide outlining which matters are handled by which Club Directors and Officials:

Club Officials – Who to Contact

- **Company Secretary** : For general Club information, support to the Board, and any Board-related matters.
- **Wharf Superintendent** : Responsible for bookings of the slipway and hard standing, and for sundry equipment sales.
- **Moorings Officer** : Handles applications and enquiries regarding moorings and hard standing fees.
- **Premises Manager** : Oversees all matters relating to the Clubhouse and workshop facilities.
- **Bar Director** : Manages the provision and operation of the Club's bar facilities.
- **Licensing Officer** : Deals with Canal & River Trust (C&RT) licensing matters.
- **Membership Services Director** : Your contact for membership applications, renewals, subscriptions, and updates to the Member Directory.
- **AWCC Representative** : Represents the Club at Association of Waterways Cruising Clubs (AWCC) meetings and keeps members informed of relevant regional and national developments.

Code of Conduct on the Waterways

The following guidance is based on the Code of Conduct for Pleasure Craft Owners issued by British Waterways, to whom we extend our thanks and acknowledgement.

While cruising the inland waterways is an enjoyable and accessible activity, all boaters must adhere to basic navigational rules and boating etiquette to ensure safety and consideration for others. Please observe the following:

Always navigate with care and caution. Your boat's movements affect other waterway users, moored craft, and the canal environment.

- Smaller craft must give way to larger craft.
- Keep to the starboard (right-hand) side of the channel whenever possible. Boats should pass 'port to port' (left side to left side).
- Observe speed limits. Excessive speed causes wash that can damage canal banks and disturb moored boats.
 - *High Lane Canal Arm*: Maximum speed 2 mph / *Macclesfield and Peak Forest Canals*: Maximum speed 4 mph
- Reduce speed near moored boats, narrow bridges, work areas, or in other restricted spaces.
- Do not block towpaths. When mooring, keep mooring lines off pedestrian paths and hammer pins as close to the water's edge as possible.
- Never moor in bridge holes or openings.
- Sound an audible warning (e.g., a horn) when approaching blind bends or areas with limited visibility. Reduce speed in these locations.
- Operate swing bridges carefully, and always ensure they are securely closed after use.
- Littering is prohibited. Do not throw rubbish or other objects into the water.
- Maintain your boat in good working order, with all equipment in safe and serviceable condition.
- Fire safety is essential. Keep at least one effective fire extinguisher on board, and never store petrol or other flammable fuels below deck unless in an approved tank.
- Only approved flags may be flown:
 - The Red Ensign at the stern / A Club burgee or personal burgee at the bow
- Ensure your boat licence and registration number are clearly visible from the outside of your vessel at all times.

Association of Waterways Cruising Clubs (AWCC)

The Association of Waterways Cruising Clubs (AWCC) is a national network of cruising clubs that support each other by offering advice, assistance, and access to facilities for fellow members. This support can range from emergency slipway access (as provided at NCCC), to local knowledge on launching sites for small boats. One of the most common benefits is the availability of short-term, temporary moorings—particularly useful during weekend cruising or in the event of an emergency return journey. Please note that some clubs may charge a small fee for this service.

All full members of NCCC are eligible to receive an AWCC Membership Card, which must be renewed annually. If you require a card, please contact the Membership Services Director.

More information about the AWCC and its services this can be found on their website: www.awcc.org.uk

National Association of Boat Owners (NABO)

The National Association of Boat Owners (NABO) exists to represent the interests of private boat owners on Britain's canals, rivers, and lakes. NABO plays an active role in policy discussions and will challenge decisions or policies that are unjust or detrimental to private boaters.

Their advocacy ensures that boaters' voices are heard at the highest levels of authority. To learn more, visit their website: www.nabo.org.uk

The Inland Waterways Association (IWA)

Founded in 1946, the Inland Waterways Association (IWA) is dedicated to the preservation, restoration, and improvement of inland waterways across England and Wales. The Club is a proud member of the IWA, and the quarterly IWA magazine is available to read in the Clubhouse at High Lane.

Many of our members are also individual members of the IWA, participating actively in local and national campaigns. The local branch for our area is the Manchester Branch, which hosts regular meetings at Dukes 92, beside Lock 92 on the Rochdale Canal in Manchester. For further information, visit: www.waterways.org.uk

Competitions and Awards

Throughout the year, the Club holds a variety of friendly competitions, with trophies awarded in several categories. These events bring members together and celebrate both skill and enthusiasm on the water. A highlight is the annual competition held along the Macclesfield and Peak Forest Canals.

Annual Competition Awards

- **Challenge Cup** : Awarded to the crew achieving the highest overall points across all competition categories.
- **Navigation Cup** : Awarded to the crew earning the most points in boat handling. *Note: The Challenge Cup and Navigation Cup cannot be awarded to the same crew in the same year.*
- **Previous Non-Winners Cup** : Given to the highest scoring crew who has not previously won either the Challenge or Navigation Cups.
- **'Booby' Award** : A light-hearted award presented to a crew who may not have won—but certainly made an impression!
- **Ladies Challenge Trophy** : Awarded to the lady competitor gaining the highest individual points in the ladies' competition.
- **Junior Cup** : Presented to the junior member who achieves the best result in the junior competition, with age and experience taken into account.
- **The Bert Spink Trophy** : Awarded annually to the Club member who, in the opinion of the Sailing Officers, has made a significant contribution to the Club or the restoration of inland waterways.
- **The Peter Duck Award** : Presented to the junior member who has made an outstanding contribution to the Club in the previous year.
- **The Commodore's Award** : first presented in 1993 following our Golden Anniversary Rally, this award is given at the discretion of the Commodore to any individual, group, or event that he or she wishes to recognise for their contribution or impact.
- **Photographic Competition** : Our annual Photographic Competition invites members to capture the spirit and beauty of the waterways. Awards are presented for:
 - **Best Print** of a waterways subject / **Best Transparency** (slide) of a waterways subject / **Funniest Photograph**, capturing the lighter side of life on the waterAll members are welcome to participate—whether seasoned photographers or enthusiastic amateurs.
- **The Canal Ware Teapot** : The Canal Ware Teapot was crafted by Mrs. Vera Daniels in October 1985, in memory of her late husband, Mr. Geoffrey Daniels, who served as Club Chairman for three years and was a strong advocate for welcoming and supporting new members. This unique teapot is presented annually to a new member who, in the opinion of the Sailing Officers, has actively engaged in all aspects of Club life, demonstrating enthusiasm and community spirit.
- **Tidal Cup** : The Tidal Cup is awarded each year to the crew who have sailed the greatest distance on normal tidal waters. This award celebrates adventurous cruising and seamanship in more challenging environments.
- **The Highlander Trophy** : Originally introduced as a prize for the children's competition, the Highlander Trophy is now awarded at the discretion of the Commodore to an ordinary member

who has provided exceptional support or assistance to the Commodore during their term of office.

Navigators' Plaque and Association Cups

These awards recognise members who take part in extended cruises and official Club sailing events. They encourage exploration, participation, and commitment to cruising.

General Rules

- To qualify for a Navigator's Plaque, members must accumulate at least 500 points during a Club year (October 1st to September 30th). Points are awarded as follows:
- Participation in official Club cruising events on your own boat (minimum two events) : 10 points per event
- Mileage and Lockage Points (outside of the "Top Level" – beyond Marple or Bosley top locks): 1 point per mile, 1 point per lock

Bonus Points

- Attending four or more official Club sailing events : Double points for all sailing events
- Cruising on normal tidal waters : Double points
- Cruising to a terminus of a dead-end waterway or through long-term stoppages (min. return distance 3 miles) : 20 points
- Passing through tunnels over 1,000 yards in length : 20 points (each tunnel may be counted once per year)
- Winter cruising (November 1st – February 28th) : Double mileage and lock points only
- Note: Points are credited to individual members, not boats. A member must be present aboard to earn points.

Evidence Requirements : Members must provide reasonable documentation of their journeys, which may include:

- Logbook entries
- Photographs
- Toll tickets
- Lock keeper's signatures
- GPS tracks (if available)
- Definitions of navigation and tidal limits, as well as distances, should follow L.A. Edwards' *Inland Waterways of Great Britain*.

Annual Awards

Awarded to the member with the highest total points in a Club year

- **Navigators Cup** : Awarded to **the overall highest-scoring member**
- **Travellers Cup** : Awarded to the highest-scoring member with limited cruising time

The decision of the Commodore in relation to all these awards is final.

Your C&RT Licence with NCCC

As a convenience to our members, the North Cheshire Cruising Club is able to assist with the processing of Canal & River Trust (C&RT) long-term licences for durations of three, six, or twelve months.

Payment Options

Payments can be made by:

- Cheque
- Debit Card
- Credit Card (*Please note: C&RT applies a surcharge to credit card payments*)

Please note: We are unable to accept cash payments or process direct debits.

To ensure you retain your prompt payment discount, we strongly recommend that you contact our Licensing Officer well in advance of your renewal date and ensure that all necessary documentation is up to date.

What You Need to Provide

When applying or renewing through the Club, please ensure:

- Your insurance details, including expiry date, are up to date
- Your Boat Safety Scheme (BSS) certificate is enclosed if required (blue copy)
- Your renewal notice is correctly completed, signed, and dated
- All information on your form is accurate and current

For assistance or to submit your paperwork, please contact our Licensing Agent
licensing@nccc.org.uk

Important Reminder : It is a legal requirement to clearly display a valid C&RT licence on your boat at all times.

Mooring Conditions and Agreement for Owners of a Boat and for the use of Hard Standing or Boathouse

The information below is sent out with your moorings renewal.

The owner accepts the following conditions between North Cheshire Cruising Club Limited (*herewith known as the club*) and the Owner of the Boat. By the Owner of the Boat signing the agreement and paying the due rent for moorings or rental of a boathouse/compound to the Club.

Definitions

- a. Moorings' Officer mean the person holding the office in the Club
- b. Moorings refers to the space allotted to the Boat Owner by the Moorings' Officer for the purpose of accommodating their boat within the confinements of the Club premises and may be in the open, afloat or in a boathouse or a compound or alongside the club premises. It does not give the Boat owner the right to any particular mooring or berth on Club premises.
- c. Hard standing means on any solid ground owned or leased by the Club.
- d. The Arm is the water space over which the Club has jurisdiction.
- e. Mooring year is from 1 October in any year to 30 September in the following year.
- f. The rent is such payment as the Board of Directors have decided to charge for the allotted boat space to the Boat Owner for that current year.
- g. Temporary moorings are any moorings which are let for less than twelve months.
- h. Boathouse is any structure owned by the Club over a water space owned or leased by the Club.
- i. Boat is a vessel normally used for travelling on water, owned by the Club or a member of the Club.
- j. Compound is an enclosure whose structure is owned by the Club or a member of the Club enclosing a water space owned by the Club.
- k. C&RT means the Canal and River Trust.

Moorings Conditions

1. A Member's first Mooring in the Club Arm will be for a probational period of twelve months and subject to the Board of Directors discretion.
2. The Club lets the mooring to the Boat Owner, who must be a current member of the Club paying the appropriate boat fee, until the end of the mooring year and thereafter on an annual tenancy from year to year until it is ended in one of the ways set out in these conditions and at a rent from time to time notified to the Boat Owner. Moorings are allocated at the discretion of the Moorings Officer on behalf of the Club and may be changed at any time with good reason.
3. The tenancy may be terminated either:
 - 3.1 - By the Club in 15, 16, 17 or
 - 3.1 - By the Boat Owner giving three months notice in writing to the Moorings Office or their desire to terminate the agreed tenancy, and vacate the mooring. The rent for the mooring will cease three months after the date of the written notice.
 - 3.3 - By the Moorings Officer (when fully authorised by the Board of Directors) giving the Boat Owner three months notice in writing to terminate the tenancy. Upon expiry of the notice the Boat Owner must have removed his/her boat from the Club Premises.
 - 3.4 - Upon the Boat Owner failing to pay the due rent by more than 28 days after receiving the dated invoice for the rent (*unless alternative arrangements have been made to pay the rent with an officer authorized to collect the rent*). If the rent shall still remain unpaid in full after this period the agreement will end forthwith and the mooring will revert back to the Club with immediate effect.
4. Upon termination of this mooring agreement by whatever means the Boat Owner will remove the Boat from the premises within the stated time limit. The owner agrees that the Club has the right

to remove the Boat from the Clubs premises if this condition is not complied with. No liability shall be attached to the Club or any of its officers by so doing except in the case of their negligence. The Boat owner shall be liable for all costs incurred in the removal of their property and liable for any additional rent if the Boat has to be stored in an alternative place until the Owner removes their property from the Clubs premises.

5. The rent is payable in advance or by special arrangement with the officer in charge of collection rents.
6. A member may hold a mooring without a boat for a period not exceeding twelve months. The member will be charged the full rent on the mooring. The Moorings Officer may further let this mooring on a temporary basis whilst the mooring is unoccupied.
7. The use and rental of boathouses is subject to availability and agreement of the Board and Moorings Officer.
8. The Boat Owner may not transfer or sublet their mooring.
9. The Boat Owner may not moor a larger boat than that for which they have currently paid without the permission of the Moorings Officer.
10. The Boat Owner may not have more than one permanent mooring in the Club arm or on Club premises without prior consent and arrangement with the Club.
11. The Moorings Officer may re-let a normally occupied mooring on a temporary basis if the mooring is to be vacant in excess of a period of four weeks. Any income from reletting will be retained by the Club.
12. An empty mooring may be used by the Moorings Officer at any time for the operational convenience of the Club.
13. The Club or any officer so authorised may in an emergency or for good reason move any boat from its mooring to another position in/out of the water. No liability shall be attached to the Club or any officer by so doing except the case of their negligence.
14. The Boat Owner to have the option to obtain and retain a mooring in the arm MUST purchase their boat licence via the Clubs Licencing Officer. The Boat Owner must at all times display, in a visible position on their boat, a correct and up to date C&RT Licence. If a boat remains unlicensed after the owner has been warned twice by the Land & Water Space Director, C&RT will be asked to implement a section eight procedure.
15. The Boat Owner must at all times whilst the craft is in or on Club premises maintain all risks insurance for their boat together with third party liability insurance to the value of at least £2,000,000. It is the responsibility of the Owner to provide evidence to the Moorings Officer or any other authorized officer of the club that his requirement is complied with.
16. The Boat Owner must keep their mooring and the area surrounding it tidy and free from rubbish. Permission must be obtained from the Land and Water Space Director, in writing, for any item the Owner wishes to keep on Club property in the open. The area will be periodically inspected by Club Officials for safety and tidiness and in their reasonable opinion any remedial work deemed necessary and agreed with the Owner should be carried out as follows:
 - 16.1 - Safety Work – anything which could cause injury to other persons or damage to their property should be dealt with immediately. In the absence of the Owner, the club reserves the right to make the above safe and the costs passed on to the owner. Other remedial work must be completed within 28 days.
 - 16.2 - Failure to carry out the agreed work will deem the Owner to be in contravention of their Moorings Agreement and will render the Agreement terminated as in condition 3.
 - 16.3 - Safety Work – any defect which could injure other persons or cause damage to their property should be repaired immediately. In the absence of the Owner, the Club reserves the right to make the defect safe and pass any costs on to the Owner. Structural and other remedial work should be completed within three months at which time progress will be reviewed. Extra time may be granted for major work if the work is not quite completed.
 - 16.4 - Failure to carry out the agreed work will deem the Owner to be in contravention of their Mooring Agreement and will render the Agreement terminated as in condition 3.

- 17 Petrol stored in a boat house and not carried in the boat's fuel tank shall be stowed in accordance with the requirements of the Petroleum Spirit Regulations ie Containers must be clearly marked, the capacity of a container shall not exceed 5 litres and no more than two such containers may be stored.
18. Members wishing to moor their boats which have dimensions in excess of their boathouse (not including access) will need written approval from the Board. This includes members with a boat already larger than their boathouse if and when they change their existing boat.
19. If the agreement between C&RT and the Club for tenancy of the Club premises should end then owners shall have no compensation claim against the club.
20. The Club reserves the right to propose amendments to these conditions and agreement from time to time. Any such proposed amendments will be published online at www.nccc.org.uk
21. Members who moor their boat in the arm will be required to contribute two hours per month on a yearly basis (24 hours in total) towards the running of the club as a whole. Failure to adequately contribute will attract a £450 surcharge to your mooring fee.

Health and Safety Declaration

22. Any work undertaken in or on the boat/boathouse/compound whilst at the mooring site must be carried out in a safe manner and with due regard to protecting the environment.
23. You and any of your visitors must observe and obey any notice warning of work in progress. All accidents or other incidents involving injury or damage to property on the club premises must be reported to the Club Secretary.
24. You must not do (or carelessly fail to do) anything on the Club property which will cause damage or nuisance to any other person or their property. You accept responsibility for any such damage or nuisance caused by you, other occupants on your boat or your visitors.
25. You must not keep animals other than domestic pets on club premises. They must remain under proper control at all times and not cause nuisance to other members. You must clear up their mess.
26. You must dispose of your rubbish so that it does not become a nuisance or risk to the health or safety of any person, animal or Club property.

September 2024

North Cheshire Cruising Club – Board Members

Email Contacts

Role	Email Address
Commodore	commodore@nccc.org.uk
Chairman	chairman@nccc.org.uk
Company Secretary	secretary@nccc.org.uk
Finance Director	finance@nccc.org.uk
Premises Director	premises@nccc.org.uk
Land & Water Space Director	lws@nccc.org.uk
Membership Services Director	membership@nccc.org.uk
Director without Portfolio	dwp@nccc.org.uk

Company Officials

Role	Email Address
Vice Commodore	—
Rear Commodore	—
AWCC Representative	awcc@nccc.org.uk
Bar Manager	bar@nccc.org.uk
Ditchcrawler Editors	editor@nccc.org.uk
Food Safety Officer	membership@nccc.org.uk
Fundraising Co-ordinator	fundraising@nccc.org.uk
Kitchen Supervisor	membership@nccc.org.uk
Licencing Officer	licensing@nccc.org.uk
Moorings Officer	moorings@nccc.org.uk
Quartermaster	—
Wharf Superintendent	wharf@nccc.org.uk
Slipway Manager	—
Postmaster	postmaster@nccc.org.uk
Website Co-ordinator	website@nccc.org.uk

Code of Conduct

North Cheshire Cruising Club (NCCC) aims to provide its members and guests with quality facilities for the enjoyment of club social activities and there is an expectation that members and guests will adhere to the standards of behaviour and conduct, We are committed to providing an environment that is free of discrimination, harassment and intimidation for members and guests.

Whilst making use of the social facilities provided, members and guests are expect to display the behaviour and conduct befitting a members' club. NCCC is an inclusive club and expects its members and guests to treat each other with dignity and respect, at all times. All members and guests must respect the rights of others to be treated equally, regardless of age, gender, ability, race, cultural background, religious beliefs, or sexual identity.

Whilst full acknowledging that adult 'banter' contributes to creating a healthy atmosphere among members, these few simple rules are designed to safeguard others who find such banter offensive or intimidating.

NCCC will not tolerate behaviour from members or guests which falls short of the club's expected standards of behaviour and conduct. All members and guests have the right to challenge poor behaviour or conduct, so long as this is done in a courteous manner and is not likely to lead to a situation escalating. There is a zero tolerance attitude towards the use of foul, abusive or threatening language and physical violence. Any member or guest who experiences poor behaviour or conduct should report the incident to any of the NCCC Board members.

This code of conduct is not intended to create a bureaucratic regulatory environment, but rather to promote and enhance our Club's values.

Members must not:

Engage in any abusive, threatening or bullying behaviour towards anyone at the club, or allow this behaviour to go unchecked and unreported.

Use inappropriate language towards participants of the club, including, but not limited to: sexually suggestive behaviour / language, unwanted / unnecessary physical contact and language or conduct Intending to intimidate or threaten individuals.

BY ORDER OF THE BOARD 28 November 2022

Complaints Policy

North Cheshire Cruising Club (NCCC) is committed to ensuring that all its members and visitors are treated with fairness and respect.

This complaints policy is intended to provide a mechanism for members and visitors to air any issues so that any problems can be resolved quickly and fairly. It is not possible to provide for all the circumstances in which grievances may arise and this procedure may be varied where we deem this to be necessary.

When an issue arises

In the first instance, you are encouraged to attempt to resolve any problems or concerns you may have informally by discussing the matter with a Board member. Where such informal discussions have failed to resolve the matter satisfactorily or you prefer not to discuss the matter informally, you should make a formal complaint without delay by sending a letter (or alternative formal means of communication such as email) to the Director without Portfolio of NCCC. If the complaint is about the Director without Portfolio of NCCC, the letter of complaint should be sent to the Chairman of NCCC.

All correspondence should be sent to Director without Portfolio, NCCC, The Wharf, Buxton Road, High Lane, SK6 8AA / email dwp@nccc.org.uk

Your letter of complaint should include:

- full details of the nature of your complaint including dates and time of occurrence
- your full name and address
- your signature and date of complaint
- the outcome you are seeking

How we will deal with your complaint

We will send you a letter acknowledging receipt of your complaint within one week (7 days) of receiving it.

We will then investigate your complaint.

If necessary, we will invite you to a meeting to discuss and hopefully resolve your complaint. We will do this within four weeks of the date we received your original letter of complaint. Within two weeks of the meeting, we will write to you to confirm what took place and any solutions we have agreed with you.

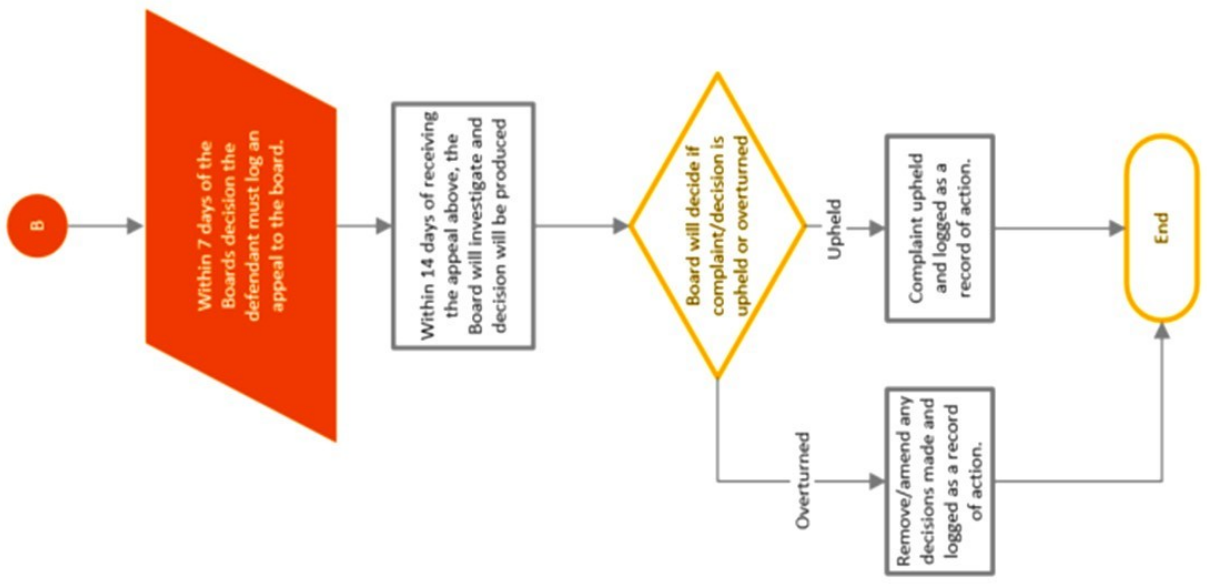
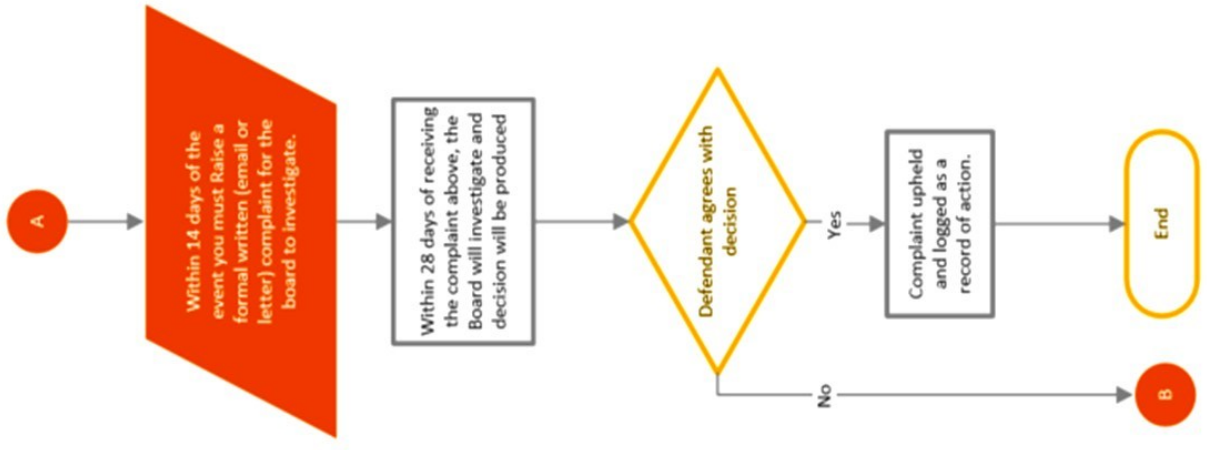
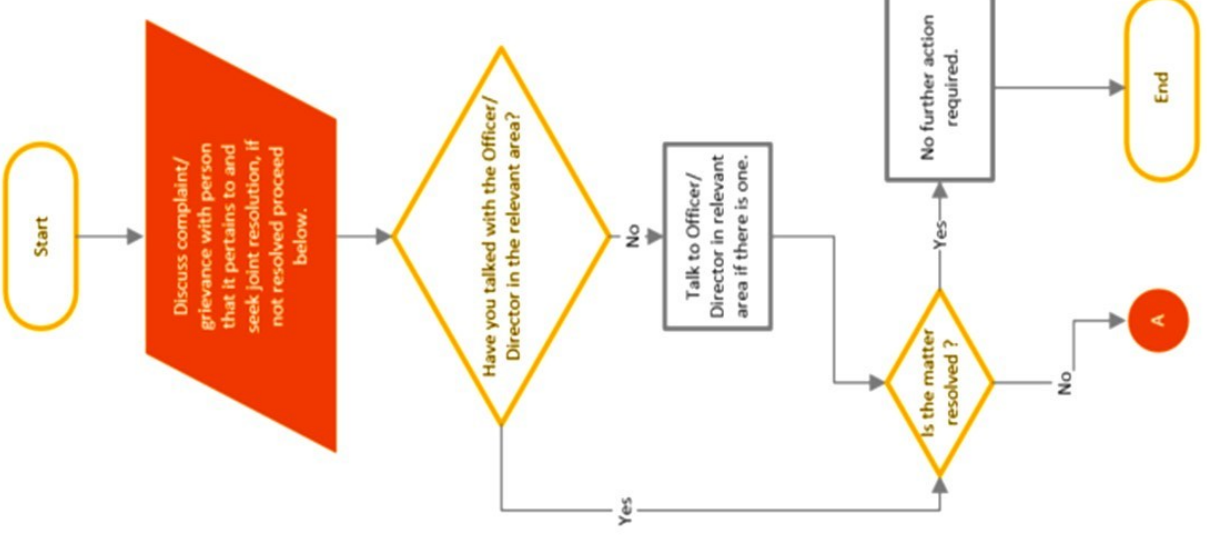
If you are not able or willing to attend a meeting or if no meeting is required, we will send you a detailed written reply to your complaint within 6 weeks of the date of your original notice of complaint.

At this stage, if you are still not satisfied with our response, you should contact us again by letter or email and we will arrange for you to meet an Appeals Committee made up of at least two members of the Board of Directors, one of whom will normally be the Chairman, to discuss and hopefully resolve your complaint. This meeting will take place within four weeks of your letter of appeal.

The Appeals Committee will then write to you within two weeks of the date of the Appeals Committee meeting to confirm and explain the organisation's final position on the complaint.

At any of the above meetings, you have the right to be accompanied by a fellow member of your choice to act in a supporting capacity but this companion may not answer questions on your behalf.

NCCC will strive to meet procedure and timescales outline above, however, if we are unable to do so, we will contact you to explain the reasons why.



Disciplinary Procedure

North Cheshire Cruising Club's disciplinary procedure applies to all members of the Club and aims to ensure that all members are treated fairly and consistently with regard to their conduct.

No disciplinary action will be taken until an investigation has been undertaken by a person or persons appointed by the Board. Disciplinary matters will be concluded without undue delay. Disciplinary matters will be treated confidentially and only those directly involved in the procedure will be informed. If necessary, the Board will appoint a panel to conduct a hearing,

A member who is the subject of disciplinary action will be advised in writing of the nature of the complaint against them, will be allowed sufficient time to prepare for a disciplinary hearing, and will be given the opportunity to state his case. The member will have the right to be accompanied by a fellow member, or by another representative (but not a legal representative) but that member may not answer questions on their behalf.

The member will have the right to appeal against any sanction or penalty imposed, and for that appeal to be heard by a panel of Board members not involved in the original disciplinary hearing.

A proper record will be kept of any disciplinary decision, taking into account the need for confidentiality.

A complainant will be informed when the matter is concluded but does not have the right to be informed of the nature of any sanction or penalty imposed.

Examples of misconduct offences include but are not limited to the following

- Failure to comply with club rules, byelaws, regulations, policies or codes of conduct, including health and safety and safeguarding policies.
- Failure to pay membership subscriptions, mooring fees, licence fees or other monies owed to the club within a reasonable time.
- Theft or misappropriation.
- Deliberate damage to the property of the club or academy or a member.
- Assault on or deliberate injury to a member, guest or employee.
- Foul, abusive or discriminatory language or behaviour or harassment.

Sanctions

The Board Members appointed to conduct the hearing, or any subsequent appeal, shall either take no disciplinary action or shall award a sanction.

Sanctions available shall be:

- Verbal warning.
- Written warning.
- Final written warning.
- The Member may also be barred from holding office or standing for election to the North Cheshire Cruising Club
- Suspension of North Cheshire Cruising Club membership for a specified period.
- Termination of North Cheshire Cruising Club membership.

Sanctions will remain on record as below:

- Verbal warning – six months.
- Written warning – one year.
- Final written warning – two years.
- Suspension of North Cheshire Cruising Club membership for a specified period – three years after the suspension has expired.
- Termination of North Cheshire Cruising Club – indefinitely.

Social Media Policy

This procedure applies to all members of North Cheshire Cruising Club

- The purpose of this procedure is to safeguard the interests and reputation of members of North Cheshire Cruising Club
- Emphasise the importance of all members of the Club having respect for each other and that the making of personal criticism or derogatory comments about another member, or group of members, in a public or semi-public forum is unacceptable.
- Recognise that there are appropriate mechanisms provided by North Cheshire Cruising Club whereby an individual may express any legitimate concern regarding the operation or management of the Club.

This policy does not set out to curb the rights of freedom of expression of any individual but, instead, to make recognition that, with those rights, there must also be responsibilities.

Policy Statement

The Social Media Policy is predicated on the Club's Discipline Procedure, the purpose of which is "...to promote an environment whereby members of North Cheshire Cruising Club conduct themselves in a way that does not bring discredit to the club".

- North Cheshire Cruising Club is a Limited Company run as a private Members Club by a Board to look after the members and, therefore, seeks to protect each of its members from harm, abuse and personal criticism or embarrassment caused by postings on any social media site (or similar).
- Where any individual feels aggrieved with the Club itself, or is critical of the conduct of any Board Member, it is expected that such issues will be addressed directly through the Board, rather than by postings on social-media.

It is not accepted that any social media posting is intended by its author to be solely for the members of a semi-private discussion group or forum without them realising that the original posting may be re-posted more widely and circulated much further. Similarly, an e-mail purporting to have been sent privately to an individual, but with several other persons 'copied in', cannot be considered to be a 'private' communication.

The Club will consider, without prejudice, a complaint made by a member of North Cheshire Cruising Club against any other member where it is alleged that a posting on social-media has caused distress, loss or embarrassment and that such a posting was related to (or was in the context of) the complainants' membership of North Cheshire Cruising Club. The club will regard any such complaint as being particularly serious should it be established that the posting was made maliciously (and/or as part of a collaboration) such as to constitute bullying.

Members should be aware of their potential liability under criminal law if any form of communication is sent with the intent to cause distress or anxiety. This would apply even where the intended recipient is the only person to receive the communication, such as by letter, telephone call, text message or e-mail.

Social Networking Policy

- Do not defame or otherwise discredit North Cheshire Cruising Club products or services, or the products or services of its vendors or competitors. Do not mention customers, business partners, or suppliers without prior approval.
- Social networking sites and other publicly accessible internet forums must not be used to criticise, raise grievances, complaints and problems.
- Do not criticise staff, members or volunteers in any public arena or on the internet.

- If an individual's personal social networking sites are set up to permit access for North Cheshire Cruising Club then the relationship must always remain professional.
- Do not allow others to use your website to criticise openly or by alluding to volunteers, members of North Cheshire Cruising Club. Individuals are responsible for what is written on their site that can bring disrepute to that person, the organisation or cause distress to the individual concerned.
- Your social networking is subject to all of the policies of North Cheshire Cruising Club.
- All members have the right to reject a friend request from any member, or contact outside of North Cheshire Cruising Club, without prejudice.
- Care must be exercised by members when using social networking portals to ensure that they are not fraudulently portraying themselves such that actions, comments and/or statements are interpreted as representing official Company policy or views.
- If someone from the media or press contacts you about your social networking activities that relate to North Cheshire Cruising Club, you must not respond until you have discussed and gained approval from the Board of North Cheshire Cruising Club.

Health and Safety Policy Statement

Part 1 – Statement of Intent

This is the health and safety policy statement of North Cheshire Cruising Club Limited.

Our health and safety policy is to:

- prevent accidents and cases of volunteer work-related ill health
- manage health and safety risks in our Boating Club and Clubhouse
- provide clear instructions and information, and adequate training when necessary, to ensure volunteers are able to do allocated activities
- provide personal protective equipment
- consult with our volunteers on matters affecting their health and safety
- provide and maintain safe plant and equipment
- ensure safe handling and use of substances ensure all COSHH regulations are adhered to
- maintain safe and healthy voluntary working conditions
- implement emergency procedures, including evacuation in case of fire or other significant incident
- review and revise this policy regularly
- ensure subcontractors are adequately insured and competent.

Part 2 – Responsibilities for Health and Safety

- Overall and final responsibility for health and safety : **Chairman Mike Robison**
- Day to day responsibilities for ensure this policy is put into practice : **Land and Water Space Director Eric Roberts**

To ensure health and safety standards are maintained/improved, the following people have responsibility in the following areas:

- **Eric Roberts : Land and Water space** : safety, risk assessments, consulting employees, accidents, first aid and work-related ill health, monitoring, accident and ill-health investigation, maintaining equipment, information, instruction and supervision, training
- **Nigel Stanley : Premises** : safety, risk assessments, emergency procedures, fire and evacuation
- **David Mason : Bar** : safety, risk assessments, emergency procedures, fire and evacuation
- **David Hood : Moorings** : safety, risk assessments,
- **Pam Russell : Kitchen** : safety, risk assessments, emergency procedures, fire and evacuation
- **Julian Swindell : Slipway** : safety, risk assessments,

All Volunteers should

- Co-operative with Supervisors and Managers on health and safety matters
- Take responsible care of their own health and safety, and
- Report all health and safety concerns to an appropriate person (as detailed above)

Part 3 : Arrangements for Health and Safety

Risk Assessment

- Each of the officers/directors detailed in 3 above, to undertake relevant risk assessments and take action as required.

Review risk assessments when voluntary working habits or conditions change.

Training

- We will give staff and subcontractors health and safety induction and provide appropriate training (including working at height, asbestos awareness and electrical safety). (Most work at height, asbestos removal or major electrical work will be undertaken by subcontractors)
- We will provide personal protective equipment.

Consultation

- We will consult directors and officers routinely on health and safety matters as they arise and formally when we review health and safety. On each occasion we will then consult with club members.

Evacuation

Relevant Persons

- We will make sure escape routes are well signed and kept clear at all times.
- Evacuation plans are tested and documented from time to time and updated if necessary

Health and Safety - Club House

The NCCC Board is committed to providing a safe environment for the membership and as such we have recently reviewed and strengthened the fire procedures relating to the club house in High Lane. All members visiting the club house should be aware of the following:

- To comply with legislation all areas of the club house are strictly non smoking.
- Please observe the 'Fire Door Keep Shut' signage at all times. Fire doors must NOT be wedged open.
- Please do not obscure any of the fire exits, fire exits routes or extinguisher points.
- If you discover or suspect a fire please activate either of the fire alarm switches, located adjacent to the external exit on 1st floor or adjacent to the main entrance doors on the ground floor.
- There are strategically located fire extinguishers around the building for tackling small fires. If you feel competent to use an extinguisher please do so but DO NOT PUT YOURSELF AT RISK.
- When the fire alarm is sounding you must exit the building immediately following one of the clearly signed exit routes
- On exiting the building please make your way to the fire assembly points clearly marked on the stone wall at the far side of the yard.
- At the first safe opportunity call the fire brigade.
- If you are on duty in the club house for a public function, please adopt the role of Fire Warden and ensure that all members of the public are safely evacuated in the event of a fire alarm activation

Food Safety and Hygiene

The Food Hygiene Regulations of 2006 require the food management systems be written down in all food businesses, including small businesses such as pubs, cafes, clubs, mobile cafes etc.

As a food handler, you play a very important part in protecting consumers from harm. When working with food, you must make sure that nothing in or on the food you prepare, serve or sell to consumers can cause harm.

As a food handler you are legally required to:

- Keep yourself clean
- Keep the workplace clean
- Protect food from contamination or anything that could cause harm
- Follow good personal hygiene practices – eg hand washing
- Wear appropriate protective clothing – eg clean apron
- Do not handle food or prepare food if unwell – eg cold, flu, sneezing
- Do not handle or prepare food if you or anyone at home is suffering from sickness or diarrhoea

Common Food Hazards

A food hazard is anything that could contaminate and cause harm to the consumer. There are four main types of food hazards to be aware of:

Physical hazard – jewellery, hair, plasters, packaging, loose parts of equipment, dust, dirt, hints of shelbone pest droppings etc

Control : no jewellery except wedding bands, hair fastened back or covered, no nail varnish or false nail (wear protective gloves if this occurs), cuts covered with brightly covered plasters, do not keep pens behind your ears, do not put tea towels over your shoulder.

Pest Control : be aware and if you notice anything suspicious such as droppings, ants etc, Report it to the House Manager and Food Safety Officer.

Faulty equipment/utensils : report it to the House Manager and the Food Safety Officer.

Chemical Hazard – cleaning products, pesticide residue on some fruits and vegetables, pest bait.

Control : store cleaning products away from food. Be aware and use cleaning products in accordance with the manufacturers instructions. Keep cleaning products in their original containers. Wash fruit and vegetables to remove any pesticides. Do not move or interfere with pest control baits.

Microbial Hazard – bacteria, viruses, moulds and yeasts

Control : bacteria cannot spread from one place to another without help, they are spread on hands, cloths and utensils. Personal hygiene is vital. Hand washing at the hand basin using anti bacteria soap and paper towels to dry hands, wipe the taps then throw the towel away. Safe Method Instructions are above the hand wash basin.

Good Practice : the person cooking and handling the food should not be handling the money. If this cannot be avoided, then hands should be washed before handling food again.

Clean clothes are important so that bacteria are not brought into the kitchen. Clean aprons should be worn at all times and laundered after use – do not put used aprons back into the cupboard. Health and Safety – be aware that plastic aprons may melt near a hot cooker.

Be aware that the bottom of bags and boxes may carry harmful bacteria. Good practice is to leave all bags or boxes of food outside the kitchen until the opening checks are done and then place the bags or boxes on the floor, not on the worktops, to unpack them or unpack outside the kitchen.

Fit to work – do not handle or prepare food if unwell – eg colds, flu, sneezing and do not handle or prepare food if you or anyone at home is suffering from sickness of diarrhoea.

Cloths can carry bacteria, we therefore use single use cloths for wiping surfaces, Use new cloths each time the kitchen is open and throw away after closing the kitchen. For drying pots and utensils use clean tea towels. For mopping spills or wiping hands use kitchen roll or paper towel and throw away. Also use kitchen roll for wiping surfaces when opening the kitchen. See Opening and Closing checks on the kitchen notice board.

Separating raw foods from ready to eat foods is essential to prevent harmful bacteria from spreading. Wrap all foods in cling film, foil or a lidded/covered container when storing food in the fridge. Store wrapped raw meat and poultry below ready to eat foods to avoid contamination from drips.

Utensils such as chopping boards and knives should be thoroughly cleaned and disinfected between tasks especially if preparing raw meat/poultry and ready to eat foods.

Safe methods – coloured boards help to prevent cross contamination – please use the correct boards.

BBQs – when adding raw meat products to the bbq, ensure they do not touch or drip onto food that is a ready cooking.

Use a rotation system.

Allergic Hazard : From December 2014 all food businesses need to provide information about the allergic ingredients used in foods sold or provided by them.

There are 14 major allergens which need to be declared:

- Cereals containing gluten namely wheat, barley, rye and oats
- Celery
- Crustaceans like prawns, crabs, lobster, crayfish
- Eggs
- Fish
- Lupin seeds, used to make flour that may be used in pastries, pasta, sauces.
- Milk
- Molluscs like clams, scallops, squid, mussels, oysters, snails.
- Mustard
- Nuts eg almonds, brazil nuts, coconut, hazelnuts, macadamias, pecans, pistachios, walnuts
- Peanuts – also called groundnuts
- Sesame seeds
- Soybeans – sometimes just called soya.
- Sulphur dioxide and sulphites – preservatives in some food, dried fruit and wine.

Symptoms of food allergy can range from mild flushing of the skin to collapse and unconsciousness. Severe allergic reactions are life threatening, signs include breathing difficulties, dizziness, swelling of the lips, tongue and throat. If you think someone is having a severe allergic reaction – **do not move them, do not give them anything else to eat or drink and call for an ambulance immediately.**

Cleaning

Cleaning effectively – this is essential to get rid of harmful bacteria and stop them spreading. Use hot water to wash and disinfectant spray those items which people touch regularly such as worktops, sinks and taps, door handles, switches and all equipment used in food preparation.

Clean and clear as you go – clear up and wash equipment, utensils and work surfaces after each task. Wash and wipe spills as soon as they happen. Disinfect work surfaces after wiping spills from raw foods, use kitchen roll and throw away. Always clean work surfaces thoroughly before preparing ready to eat foods.

Cleaning schedule – all equipment that has been used to prepare food must be washed after use. Any spills in the fridge, oven, microwave etc should be cleaned as soon as possible. Other cleaning such as the insides of cupboards, walls etc will be done each year in an annual deep clean in September/October before Sunday lunches start and social seasons begins.

Keeping Food Safe

Chilled Storage – at North Cheshire Cruising Club we don't display chilled food in a cabinet but we do use food that needs to be kept chilled or keep them safe eg foods with a use by date, foods which say 'Keep Refrigerated' on the label, cooked foods that will not be served immediately and ready to eat foods such as salads and desserts. Always check the use by date.

Chilling down hot food – if you have cooked food that will not be served immediately, chill it down as quickly as possible and then put it in the fridge. Harmful bacteria will grow on food that is left to cool down slowly.

Defrosting - food should be thoroughly defrosted before cooking unless the manufacturer's instructions tell you it is safe to cook from frozen. Food should be defrosted in a fridge unless the manufacturer states otherwise eg desserts are usually defrosted in a cool room temperature – use the freezer room or the cellar. Harmful bacteria grow on food if it gets too warm when defrosting.

Freezing – put frozen foods in the freezer immediately after delivery. To freeze foods safely, cool them down quickly, wrap and date. Safe method* see folder.*

Cooking Safely – thorough cooking kills harmful bacteria. Preheat ovens before using so that the manufacturer's recommended cooking times are correct. Do not let raw food touch or drop onto cooked food. Make sure liquid dishes are simmering eg soup and stews. Stir liquid dishes frequently to prevent cold spots. Always check food is properly cooked before serving. Use the probe to test food such as pies – 80c for 6 seconds, 75c for 30 seconds. Safe method* see folder.

High Risk Foods – ready to eat foods such as cold cooked meats, fish and seafood are high risk and must be kept chilled – below 5c otherwise bacteria will begin to multiply as the food warms up. Danger zone for foods is between 5c and 63c. Between these temperatures is the perfect conditions for bacteria to multiply.

- Eggs and foods containing eggs should be cooked thoroughly.
- Shellfish use ready to eat shellfish such as prawns. Safe method* see folder for safe cooking of shellfish.
- Rice contains spore of a type of harmful bacteria that may not be killed by cooking or reheating. When you have cooked rice, keep it hot (above 63c) or chill it down quickly (under very cold water) and then keep it in the fridge until needed. Reheat in the microwave until piping hot.
- Pulses – red kidney beans, chickpeas, etc contain natural toxins which are harmful. Always use tinned pulses as they are soaked and cooked already.
- Unpasteurised cheese is also a high risk food – always use branded cheeses.

Reheating – always reheat food thoroughly to kill harmful bacteria that may have grown since the food was cooked. Preheat the oven before reheating food. Serve reheated food immediately. Remember that reheating means cooking again not just warming up. Heat until piping hot, 75c for 30 seconds or keep at 63c or above until required.

Ready to eat foods – ready to eat foods are foods that will not be cooked before serving and as such are high risk. These include salads, cooked meats and fish, desserts, sandwiches, cheese, pies. They must be kept chilled in the fridge, covered and separate from raw meat, raw poultry and raw eggs. Salad items and fruit should be washed in a colander, bowl or the salad spinner – not in the sink or washing up bowl.

Opening and Closing Checks

It is important to do certain checks/tasks each time the kitchen is used for food preparation. The list is also on the kitchen notice board

Opening Checks

- Leave all food outside the kitchen until you have done all the checks.
- Be aware that the bottom of bags and boxes may carry harmful bacteria if placed on the work surfaces. Place bags on the floor to unpack or unpack outside the kitchen.
- Personal hygiene – fasten your hair back or cover. No jewellery except wedding bands. Are you fit for work? Are your clothes clean? Outdoor clothes must be left in the cloakroom or the club room, handbags must be stored under the main work bench on the right.
- Wash hands in the hand basin using antibacterial soap and the scrubbing brush.
- Plastic aprons on – check the floor, sweep and mop if necessary. Check the worktops, sinks and taps including the hand washing basin, disinfect with a disinfectant spray. Use paper towel or kitchen roll and throw away or use disinfectant wipes.
- Check the oven, microwave, grill and other equipment you need is clean and in working order.
- Wash hands again in the hand basin using antibacterial soap and the scrubbing brush.
- Clean apron on (plastic or fabric) and begin food preparation.

Closing Checks

- No food is left out
- Food past its 'use by' date – throw away
- Worktops clear, clean and tidy. Check under the grill, toaster, chopping boards for crumbs.
- All equipment used has been washed and is clean for next use and put away in its correct place. Put clean foil on the grill and on the top of the cooker.
- Floor swept and mopped – fill the mop bucket using the kettle or a jug, do not stand the mop bucket in the sink. Empty the contaminated water in an outside grid.
- Sinks and taps disinfected and wiped, use paper towels or kitchen roll and throw away.
- Put used tea towels and aprons in the laundry bag
- Waste removed, bin washed and any spillages cleaned, new bin liner put into the bin.
- Single use cloths and sponges – throw away.
- Complete the Food Safety Diary.

Environmental Commitment Statement

North Cheshire Cruising Club Limited (NCCC) is committed to supporting sustainable business practices and helping to minimise the environmental impact of its operations. As part of this commitment, NCCC actively seeks to integrate environmental considerations into all aspects of its activities.

We recognise our responsibility to the environment and are dedicated to continuous improvement in environmental performance. In support of this objective, we aim to:

- Minimise waste by regularly reviewing and improving operational efficiency across all areas of the organisation.
- Reduce harmful emissions by making informed decisions regarding business travel, transport methods, and the sourcing of energy for our facilities.
- Promote recycling practices internally, and encourage environmentally responsible behaviour among our members, suppliers, and partners.
- Procure environmentally friendly products and services that minimise the ecological impact of their manufacture, use, and distribution.
- Comply with or exceed all relevant environmental legislation and regulatory requirements applicable to our operations.
- Work towards the offsetting of greenhouse gas emissions associated with our commercial activities, as part of our broader commitment to sustainability.

NCCC acknowledges that environmental protection is a collective responsibility, and we encourage a culture of awareness, accountability, and positive action throughout the organisation.

Ethical Policy

Our Commitment

North Cheshire Cruising Club Limited (NCCC) recognises that the integrity, commitment, and sound judgment of its Volunteers are vital to the continued success and reputation of the Club. Our ethical standards are at the heart of everything we do and guide our interactions with members, non members, suppliers, and the wider community.

The following principles outline our commitment to ethical conduct and responsible relationships across all areas of our operations:

- **Member and Non-Member Satisfaction** : We are committed to delivering high-quality, innovative, and responsive services that meet the needs and expectations of both members and non-members.
- **Fair and Ethical Supplier Relationships** : We will engage with our suppliers in a manner that is fair, honest, transparent, and objective.
- **Respect Among Volunteers** : We will treat all Volunteers with fairness and consistency, fostering a culture grounded in trust, mutual respect, diversity, inclusivity, teamwork, and integrity.
- **Responsible Business Practices** : We will actively pursue growth and sustainability objectives while upholding the highest ethical standards in all our activities.
- **Community Responsibility** : As active participants in the communities in which we operate, we will act with integrity and accountability, adhering to all legal requirements and demonstrating responsible citizenship.

NCCC is committed to maintaining the highest standards of ethical behaviour, both individually and collectively, and expects all Volunteers to uphold these values in the spirit of integrity and service.

Memorandum of Association of North Cheshire Cruising Club Limited

The Companies Acts 1985 to 1989

Company Limited by Guarantee Without Share Capital

1. The Company's name is "NORTH CHESHIRE CRUISING CLUB LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - 3.1.1 - To acquire all or any of the entire undertaking, assets, liabilities and activities of the present unincorporated association known as North Cheshire Cruising Club; to carry on business as a sailing and cruising club and to promote the or otherwise; to establish and maintain teams for boating activities and other sports; to hold, conduct and arrange boating competitions and other games, matches, competitions, athletic sports and displays; to use or permit the use of the grounds, clubhouses, facilities and other property of the Company for any sporting or social activity and for all forms of public and private entertainment or meeting, whether organised by the Company or not; to subscribe to any union, association or league formed to serve or promote the interests of any sport, to join in and promote competitions, and to contribute to and award prizes for sporting endeavour; to buy, sell and deal in goods and apparatus of all kinds in connection with boating activities or other sports, games and pastimes, and in all kinds of refreshments and consumable stores, to carry on business as restaurant and refreshment room proprietors and to apply for and hold licences for the sale of beers, wines and spirits and to undertake any other activities of use to the members of the Company and their guests.
 - 3.1.2 - To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with on ancillary to any of the businesses of the Company.
 - 3.2 - To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - 3.3 - To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trade marks, patents, copyrights, trade secrets, or other intellectual property rights, licences, secret processes, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
 - 3.4 - To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures debenture stock or securities so received.
 - 3.5 - To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
 - 3.6 - To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
 - 3.7 - To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any

holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantee contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

- 3.8 - To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future) and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.9 - To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.10 - To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 3.11 - To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.
- 3.12 - To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.
- 3.13 - To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- 3.14 - To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.
- 3.15 - To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.
- 3.16 - To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- 3.17 - To remunerate any person, firm or company rendering services to the Company either by cash payment or otherwise as may be thought expedient.

- 3.18 - To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
 - 3.19 - To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependents of such persons; to make payments towards insurance including insurance for any director, officer or auditor against any liability in respect of any negligence, default, breach of duty or breach of trust (so far as permitted by law); and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons (other than directors) and of their wives, widows, children and other relatives and dependents; and to set up, establish, support and maintain profit sharing schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company.
 - 3.20 - To procure the Company to be registered or recognised in any part of the world.
 - 3.21 - To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
 - 3.22 - To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
 - 3.23 AND so that:-
 - 3.23.1 - None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other objects or objects set forth in such sub-clause, or by reference to or inference from the terms of any sub-clause of this clause, or by reference to or inference from the name of the Company.
 - 3.23.2 - None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as through each such sub clause contained the objects of a separate Company.
 - 3.23.3 - The word 'Company' in this clause except where used in reference to the Company shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - 3.23.4 - In this clause the expression 'The Act' means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of the provision for the time being in force.
4. The liability of the members is limited.
 5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of any costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
 6. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of

profit, to members of the Company nor shall any payment be made to the Directors. Provided that nothing herein shall prevent any payment in good faith by the Company:

- 6.1 - of reasonable and proper remuneration to any member or servant of the Company for any services rendered to the Company.
 - 6.2 - of interest on money lent by any member of the Company at a reasonable and proper rate per annum not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Directors
 - 6.3 - of reasonable and proper rent for premises demised or let by any member of the Company.
 - 6.4 - of fees, remuneration or other benefit in money or money's worth to any Company of which a member may also be a member holding not more than 1% of the issued share capital of that Company
 - 6.5 - to any Director of reasonable out of pocket expenses
 - 6.6 - of any premium in respect of any such, insurance as is permitted by the Memorandum of Association of the Company.
7. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company but shall be given or transferred to some other institution having objects similar to the objects of the Company, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company under or by virtue of clause 6 hereof, such institution or institutions to be determined by the members of the Company as or before the time of dissolution, and if and so far as effect cannot be given to such provision, them to some charitable object.

What are the Article of Association

Why are Articles Of Association important and why do you need them?

Articles of Association detail the regulations around how certain activities should be undertaken within the organisation, encompassing an official process around appointing directors and how financial records should be handled.

Key things articles of association cover are:

- Company name
- Company purpose
- Administrative structure
- Shareholder meeting
- Powers and duties of company directors
- Dividends

These articles govern and regulate the way a company is managed, laying out the powers and responsibilities of any company directors (as well as how they can be appointed or even dismissed) as well as shareholder rights.

A company's articles of association are legally binding and must be followed, helping ensure that any decisions are compliant and a company is run in the right way

Articles of Association of North Cheshire Cruising Club Limited
The Companies Acts 1985 - 1989
Company Limited by Guarantee without Share Capital

1 Preliminary

- 1-1 - The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Table A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) order 2000 (SI 2000 No 3373) (such table being hereinafter called 'Table A') shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company.
- 1-2 - Regulations 2 to 35 (inclusive), 57, 59 to 108 (inclusive), 110, 114, 116, 117 in Table A shall not apply to the Company.
- 1-3 - In these Articles the expression 'the act' means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

2. Interpretation

- 2.1 - Regulation 1 in Table A shall be read and constructed as if the definition of 'the holder' were omitted therefrom.

3. Members

- 3.1 -The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with these Articles shall be members of the Company. No person shall be admitted as a member of the Company unless he is approved by the Directors. Every person who wishes to become a member shall deliver to the Company an application for membership, in such form as the rules or byelaws required, executed by him.
- 3.2 - The only persons eligible to be admitted to membership of the Company shall be
 - 3.2.1 - Individuals who are aged 18 or over and are:
 - A - Persons who, at the date of incorporation of the Company, are members of the unincorporated association known as North Cheshire Cruising Club
 - B - Persons who are boat owners
 - C - The spouse of a person living as a partner in relationship with a boat owner.
 - 3.2.2 - Bodies or organisations with legal identity who are involved in boating activities.
 - 3.2.3 - Individuals who are aged 18 or over and are nominated by a body or organisation involved in boating activities, being a body or organisation not itself having legal identity.
- 3.3 - Where a member dies, his spouse or former partner whether or not the survivor is a boat owner may remain a member with full rights or choose to become an Associate
- 3.4 - Where any member ceases to be a boat owner he may remain a member with full rights or choose to become an Associate.
- 3.5 - Membership is not transferable and shall cease on death or resignation or in the case of a member admitted pursuant to a nomination under article 3.2.3 above, if the nominating organisation notifies the Company in writing that it has revoked his nomination. It shall also cease if a member fails to pay fees or subscriptions due or is in breach of the Rules or Byelaws of the Company breach of which is subject to the penalty of expulsion by decision of the board and the board resolves to terminate his membership

- 3.6 - The board may admit such persons as it thinks fit as honorary members. Honorary member shall be required to pay any fees or subscriptions. They shall be members of the Company for the purposes of company law and shall be entitled to receive notice of, attend or vote at general meetings of the Company.
- 3.7 - The fees and subscriptions to be payable by members, associates and junior associates and the due dates for payment shall be set by the rules or byelaws of the Company which may set different rates for persons over the age of 60 to those under the age of 60 by aged 18 or over and to those agreed under 18.

4. General Meetings and Resolutions.

- 4.1 - An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days notice. All other Extraordinary General Meetings shall be called by at least 14 days notice but a general meeting may be called by shorter notice if it is so agreed.
 - A - In the case of an Annual General Meeting, by all the members entitled to attend and vote there at, and
 - B - In the case of any other general meeting by a majority in number of the members having a right to attend and vote being a majority together holding (subject to the provisions of any elective resolution of the Company for the time being in force) not less than 95% of the total voting rights at the meeting of all members.
- 4.2 - The notice shall specify the time and place of the meeting and, in the case of an Annual General Meeting, shall specify the meeting as such.
- 4.3 - The notice shall be given to all the members and to the Directors and Auditors.
- 4.4 - Regulation 38 in Table A shall not apply to the Company.
- 4.5 - No business shall be transacted at any general meeting unless a quorum is present. Subject to article 4.6 below, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 4.6 - If and for so long as the Company has only one member, that member present in person or by proxy of (if the member is a corporation) by a duly authorised representative shall be a quorum.
- 4.7 - If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the new week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore such adjourned general meeting shall be dissolved. Regulations 40 and 41 in Table A shall not apply to the Company.
- 4.8 - The Chairman shall chair general meetings or, in his absence the Directors present shall select a Director to do so. If no Director is present the members shall select a member to do so. Regulation 42 in Table A shall not apply to the Company.
- 4.9 - If and for so long as the Company has only one member and that member takes any decision which is required to be taken in a general meeting or by means of a written resolution, the decision shall be as valid and effectual as if agreed by the Company in a general meeting, subject as provided in article 4.11 below.
- 4.10 - Any decision taken by a sole member pursuant to article 4.9 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book.
- 4.11 - Resolutions under section 303 of the Act for the removal of a Director before the expiration of his period of office and under section 391 of the Act for the removal of an Auditor before the expiration of his period of office shall only be considered by the Company in general meeting.
- 4.12 - Regulation 44 in Table A shall be read and construed as if the words 'any at any separate meeting of the holders of any class of shares in the Company' were omitted therefrom.

- 4.13 - Regulation 46 in Table A shall be read and construed as if paragraph (d) was omitted therefrom.
- 4.14 - Any member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as a member to speak at the meeting.
- 4.15 - On a show of hands and on a poll every member present in person or by proxy shall have one vote.
- 4.16 - Regulations 54 and 55 in Table A shall not apply to the Company.
- 4.17 - Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarial or in some other way approved by the Directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the Chairman of the meeting prior to the commencement of the business of the meeting.

5. Board of Directors

- 5.1 - The first Directors shall be the persons who complete necessary details and sign form 10, who shall be appointed as the first Directors on incorporation in accordance with section 13 (5) of the Act. Thereafter Directors shall be appointed as specified in this Article.
- 5.2 - The board shall comprise of Chairman, Finance Director, Water and Land Space Manager, Membership Services Manager, Secretary, Premises Manager and Commodore (Collectively in these Articles called 'the officers') and not more than two other persons.
- 5.3 - The first officers shall be appointed by the board to hold office until first retirements. The first retirements shall be the Commodore at the first Annual General Meeting, half of the other Officers at the second Annual General Meeting. The Officers to retire on each occasion (other than the Commodore) shall be selected by lots.
- 5.4 - Save for the first officers, the Officers and other board members shall be appointed at the Annual General Meeting. The Commodore shall hold office for one year until the next following Annual General Meeting, the other Officers and the other board members for two years until the second following Annual General Meeting.
- 5.5 - A retiring Officer or board member may, if duly proposed and will to stand, stand for re-appointment.
- 5.6 - All persons proposed for appointment or re-appointment to the board must be proposed by one member of the Company and seconded by another or proposed by the board. All proposals shall be made in accordance with the rules or byelaws for the time being in force.
- 5.7 - No Director, including Officers, may receive any fees or remuneration or be appointed to salaried employment with the Company but Directors may receive reasonable out of pocket expenses for expenses incurred in the discharge of their duties as Directors. Regulations 83 to 87 in Table A shall not apply to the Company.
- 5.8 - If any vacancy arises amongst the board it may be filled by resolution of the Directors. The appointee shall serve the unexpired portion of his predecessors terms and then retire but may, if willing and duly proposed, then stand for reappointment.
- 5.9 - Regulations 64 and 73 to 80 (inclusive) in Table A shall not apply to the Company and regulation 83 in Table A shall be read and construed as if the words 'of any class of shares or' were omitted therefrom.

6. Borrowing Powers

- 6.1 - The Directors may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

7. The Secretary's Role

- 7.1 - The Secretary shall be responsible for the duties of Secretary of the Company for company law and Secretary to the club operated by the Company. His specific responsibilities shall be determined and may be varied by the Board from time to time (subject always to article 5.7 above).

8. Finance Directors Role

- 8.1 - The Finance Director shall be responsible for the duties of treasurer of the Company and the club operated by it. His specific responsibilities shall be determined by and may be varied by the board from time to time (subject always to article 5.7 above).

9. Roles of Other Officers

- 9.1 - The specific responsibilities of the other Officers shall be determined by and may be varied by the board from time to time (subject always to article 5.7 above).

10. Alternate Directors

- 10.1 - The Directors may not appoint alternates and regulations 65 to 69 (inclusive) in Table A shall not apply to the Company

11 Proceedings of Directors

- 11.1 - The quorum for the transaction of the business of the Directors shall be four.
- 11.2 - A Director may vote, at any meeting of the Directors or at any committee of the Directors, on any resolution, notwithstanding that it in any way concerns as relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- 11.3 - Each Director shall comply with the obligations to disclose his interest in contacts under section 317 of the Act.
- 11.4 - The Chairman shall chair meetings of the board. In his absence the Directors present shall select a Director to do so. Regulation 91 in Table A shall not apply to the Company.
- 11.5 - Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

12. President and Vice Presidents

- 12.1 - The board may recommend that the Annual General Meeting appoints such persons as the board thinks fit to the honorary roles of President and Vice Presidents. The President and Vice Presidents shall not by reason of those honorary offices be members of the Company or Directors and shall not be entitled to receive notice of, attend or vote at general meetings of the Company or board meetings, provided that they may be invited to attend general meetings as guests if the board think fit.

13. Minutes

- 13.1 Regulation 100 in Table A shall be read and construed as if the words 'of the holders of any class of shares in the Company' were omitted therefrom.

14. The Seal

- 14.1 - If the Company has a seal it shall only be used with the authority of the Directors or of a Committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. Regulation 101 in Table A shall not apply to the Company.
- 14.2 - The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

15. Notices

- 15.1 - Regulation 112 in Table A shall be read and construed as if the second sentence was omitted therefrom.
- 15.2 - Regulation 113 in Table A shall be read and construed as if the words 'or of the holders of any class of shares in the Company' were omitted therefrom.

16 Indemnity

- 16.1 - Every Director or other Officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 727 of the Act in which relief is granted to him by the Court, and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.
- 16.2 - The Directors shall have power to purchase and maintain for any Director, Officer or Auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act.
- 16.3 - Regulation 118 in Table A shall not apply to the Company.

17 Rules and Byelaws

- 17.1 - The Directors may from time to time make such rules or byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company including but not limited to the management of the property and assets of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such rules or byelaws regulate:
 - A - The admission and classification of members of the Company and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscription and other fees or payments to be made by members.
 - B - The conduct of members of the Company in relation to one another, and to the Company's Servants.
 - C - The admission, right and responsibilities of Associates and Junior Associates.
 - D - The setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes.

- E - The procedure at general meetings and meetings of the Directors and committees of the Company in so far as such procedure is not regulated by these presents
- F - And, generally, all such matters as are commonly the subject matter of the Company rules.
- 17.2 - The board shall have the power to alter or repeal the rules or byelaws and to make additions to bring to the notice of the members of the Company all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no rule or byelaw shall be inconsistent with, or shall effect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

18. Associates

- 18.1 - And individual aged 18 or over and anybody or organisation with legal identity which wishes to be associated with the Company and agrees to abide by the rules or byelaws of the Company relating to Associates may be admitted as an Associate of the Company by resolution of the board of Directors. Associates shall pay such fees and subscriptions and be entitled to such rights and privileges as are specified in the rules and byelaws. They shall not be members of the Company, and may not receive notice of, attend or vote at any general meeting. An Associate shall cease to be an Associate on death or resignation or being required to do so by the rules or byelaws, he fails to pay any fees or subscriptions by the due date and the board resolves that he should cease to be an Associate.

19. Junior Associates

- 19.1 - Any individual under the age of 18 who wishes to be associated with the Company and agrees to abide by the rules or byelaws of the Company relating to Junior Associates may be admitted as a Junior Associate of the Company by resolution of the board of Directors. Junior Associates shall pay such fees and subscriptions and be entitles to such rights and privileges as are specified in the rules and byelaws, They shall not be members of the Company and may not receive notice of, attend or vote at any general meeting. A Junior Associate shall cease to be a Junior Associate on death or resignation or being required to do so by the rules or byelaws, he fails to pay any fees or subscriptions by the due date and the board resolves that he should cease to be an Associate.

Table A The Companies Act 1985 Regulations for Management of a Company Limited by Shares

Interpretation

1. In these regulations: 'The Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force. 'The Articles' means the articles of the Company. 'Clear Days' in relation to the period of notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect. 'Communication' means the same as the Electronic Communications Act 2000. 'Electronic Communication' means the same as the Electronic Communications Act 2000. 'Executed' includes the mode of execution. 'Office' means the registered office of the Company. 'The Holder' in relation to shares means the member whose name is entered in the register of members as the holder of shares. 'The Seal' means the common seal of the Company. 'Secretary' means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint assistant or deputy Secretary. 'The United Kingdom' means Great Britain and Northern Ireland. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modifications thereof not in force when these regulations became binding on the Company.

Share Capital

2. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any shares may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
3. Subject to the provision of the act, shares of which are issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be permitted by the act.
4. The Company may exercise the powers of paying commissions conferred by the act. Subject to the provisions of the act any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly paid in way one partly in the other.
5. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the articles of law) the Company shall not be bound or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

Share Certificate

6. Every member upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him and, upon transferring a part of his holding of shares of any class to a certificate for the balance of such holdings or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine, Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount of respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be sufficient delivery to all of them.
7. If a share certificate is defaced, worn out or destroyed it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and in the case of defacement or wearing out on delivery on the old certificate.

Lien

- 8 The Company shall have a first and paramount lien on every share (not having a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that shares. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it.
- 9 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not completed with the shares may be sold.
- 10 To give effect of a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transfer to the shares shall not be effected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 11 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation not presently payable as existed upon the shares before sale) to be paid to the persons entitled to the share at the date of the sale.

Calls on Shares and Forfeiture

12. Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made.
13. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
15. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it become due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call, or if no rate is fixed at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.
16. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.
17. Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and terms of payment of calls on their shares.
18. If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.
19. If the notice is not complied with the share in respect of which it was give may before the payment required by the notice has been made be forfeited, by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

20. Subject to the provisions of the Act, a forfeited share may be sold, reallocated or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, reallocation or other disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where the purpose of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person.
21. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited by shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
22. A statutory declaration by a Director or the Secretary that a share has been forfeited on a specific date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceeds in reference to the forfeiture or disposal of the shares.

Transfer of Shares

23. The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.
24. The Directors must refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien. They may also refuse to register a transfer unless:
 - A - It is lodged at the office or at such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer
 - B - It is in respect of only one class of share; and
 - C - It is in favour of not more than four transferees.
25. If the Directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal. The registration of transfers of shares or transfers of any class of share may be suspended at such times and for such periods (not exceeding thirty days in any year (as the Directors may determine)).
26. No fee shall be charged for the registration of any instruments of transfer or other document, relating to or affecting the title to any share.
27. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

Transmission of Shares

28. If a member dies the survivor or survivors where he was a joint holder and his personal representative where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which has been jointly held by him.
29. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to

become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to have another person registered he shall execute an instrument of transfer of the share to that person.

30. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument if transfer executed by the member and the death or bankruptcy of the member has not occurred.
31. A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend to vote at any meeting of the Company or any separate meeting of the holders of any class of shares in the Company.

Alteration of Share Capital

32. The Company may be ordinary resolution:

- A - increase its share capital by new shares of such amount as the resolution prescribes
- B - consolidate and divide all or any of its share capital into shares of larger amount than its existing shares
- C - Subject to the provisions of the Act, sub divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the other; and
- D - cancel shares which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

33. Whenever as a result of a consolidation of shares any become entitled to fractions of a share, the directors may, on behalf of the members, sell the shares representing the fractions for the obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorise some person to execute instrument of transfer of the shares to, or in accordance with the direction of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

34. Subject to the provisions of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

Purchase of Own Shares

35. Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh Issue of shares.

General Meeting

36. All general meetings other than annual general meetings shall be called extraordinary general meetings.
37. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or any member of the company may call a general meeting.

Notice of General Meetings

38. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least twenty one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed: -
- A - in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - B - in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.
39. 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.

Proceedings at General Meetings

40. No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
41. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine.
42. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman and, if there is only one director present and willing to act, he shall be chairman.
43. If no director is willing to act as chairman, or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
44. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the *company.
45. The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
46. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:-
- A - by the chairman; or
 - B - by at least two members having the right to vote at the meeting; or
 - C - by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

- D - by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right;
 - and a demand by a person as proxy for a member shall be the same as a demand by the member.
47. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
 48. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
 49. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
 50. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
 51. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
 52. Unless No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
 53. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

Votes of Members

- 54 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
- 55 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
56. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
57. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

58. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.
59. On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
60. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

PLC/Limited - I/We, _____, of _____, being a member/members of the above-named company, hereby appoint _____ of _____ or failing him, of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on _____ 19_____, and at any adjournment thereof. _____ Signed on _____ 19_____

61. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the directors may approve):-

PLC/Limited - I/We, _____, of _____, being a member/members of the above-named company, hereby appoint _____ of _____ or failing him, of _____, as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/ extraordinary general meeting of the company to be held on _____ 19_____, and at any adjournment thereof .

- This form is to be used in respect of the resolutions mentioned below as follows:
- Resolution No. 1 •for •against
- Resolution No. 2 •for •against
- *Strike out whichever is not desired.
- Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.
- Signed this _____ day of 19_____ .

62. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

- A - in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- AA - in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications
 - 1 - in the notice convening the meeting, or
 - 2 - in the instrument of proxy sent out by the company in relation to the meeting, or
 - 3 - in any invitation contained in an electronic communication to appoint a proxy issued by the company in relation to the meeting, be received at such address

not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

- B - in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- C - where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;
and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.
63. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

Number of Directors

- 64 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

Alternate Directors

- 65 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.
- 66 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.
- 67 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
- 68 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.
- 69 Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

Power of Directors

- 70 Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

71. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

Delegation of Directors Powers

72. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

Appointment and Retirement of Directors

73. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office, but if there is only one director who is subject to retirement by rotation, he shall retire.

74. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

75. If the company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

76. No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless:-

- A - he is recommended by the directors; or
- B - not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which could, if he were so appointed or reappointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.

77. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the company's register of directors.

78. Subject as aforesaid, the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director and may also determine the rotation in which any additional directors are to retire.

79. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the

meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

80. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

Disqualification and Removal of Directors

81. The office of a director, shall be vacated if:-

- A - he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- B - he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- C - he is, or may be, suffering from mental disorder and either:-
 - 1 - he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - 2 - an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- D - he resigns his office by notice to the company; or
- E - he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

Remuneration of Directors

82 The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

Directors Expenses

83 The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

Directors Appointments and Interests

84 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.

85 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

- A - may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested;

- B - may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested; and
 - C - shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
86. For the purposes of regulation 85:-
- general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and
 - an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Directors Gratuities and Pensions

87. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

Proceedings of Directors

88. Subject to the provision of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointer in addition to his own vote.
89. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
90. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of filling vacancies or of calling a general meeting.
91. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
92. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
93. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting

of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity

94. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs:-
- A - the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries
 - B - the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;
 - C - his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the company or any of its subsidiaries, or by virtue of his being, or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures, or other securities by the company or any of its subsidiaries for subscription, purchase or exchange;
 - D - the resolution relates in any way to a retirement benefits scheme which has been approved, or is conditional upon approval, by the Board of Inland Revenue for taxation purposes. For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
95. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
96. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
97. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
98. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

Secretary

99. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

Minutes

100. The directors shall cause minutes to be made in books kept for the purpose: -

- A - of all appointments of officers made by the directors; and
- B - of all proceedings at meetings of the company, of the holders of any class of shares in the company, and of the directors, and of committees of directors, including the names of the directors present at such meeting.

The Seal

101 The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

Dividends

102 Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

103 Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

104 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.

105 A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

106 Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

107 No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.

108 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

Accounts

109 No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

Capitalisation of Profits

110 The directors may with the authority of an ordinary resolution of the company:-

- A - subject as hereinafter provided resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;
- B - appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up the in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- C - make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and
- D. authorise any person to enter on behalf of all the members concerned into an agreement the company providing for the allotment to them respectively credited as fully paid, of any shares or debentures to which they are entitled upon such Capitalisation, any agreement made under such authority being binding on all such members.

NOTICES

111 Any notice to be given to or by any person pursuant to the articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using an electronic communications to an address for the time being notified for that purpose to the person giving notice. In this regulation, "address", in relation to electronic communications includes any number or address used for the purposes of such communication.

112. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to the address for the time being notified to the company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose names stand first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him or an address to which notices may be sent using electronic communication be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company. In this regulation and the next, "address" in relation to electronic communication includes any number or address used for the purposes of such communications.

113. A member present either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

114. Every person who becomes entitled to a share shall be bound by any notice in respect of the share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

115 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted, or in the case of a notice contained in an electronic communication at the expiration of 48 hours after the time it was sent.

116. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in *any* manner authorised by the articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

Winding Up

117. If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide among the members in specify the whole or any part of the assets of the company and may for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

Indemnity

118. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of true relation to the affairs of the company.



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