#### Company number 5602632

**The Companies Acts 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF SURREY COUNTY CHESS ASSOCIATION**

1 The Company's name is **SURREY COUNTY CHESS ASSOCIATION.**

2 The Company's registered office is situated in England and Wales.

3 The Company's objects are:-

(a) to encourage the study and practice of chess throughout the County of Surrey and the London Boroughs of Croydon, Kingston-upon-Thames, Lambeth, Merton, Richmond-upon-Thames, Southwark, Sutton and Wandsworth;

(b) to represent Members by affiliating to the English Chess Federation (“ECF”), the British Chess Federation (“BCF”) and the Southern Counties Chess Union (“SCCU”);

(c) to organise teams to compete in the ECF and SCCU Inter-County Competitions and the County and District Correspondence Chess Championship;

(d) to organise competitions for Members;

(e) to organise or sanction an annual congress;

(f) to do such acts and to expend such moneys for matters concerned with chess as shall be similar to those listed above and of a similar nature thereto.

4 In furtherance of the above objects but not further or otherwise the Company shall have the following powers:-

(a) to acquire part of or the entire undertaking of the unincorporated association known as the Surrey County Chess Association;

(b) to borrow and raise money for the furtherance of the objects of the Company in such manner and on such security as the Company may think fit;

(c) to raise funds and to invite and receive contributions from any source by way of subscription, donation or otherwise, without prejudice to the ability of the Company to disclaim any gift, legacy or bequest in whole or in part;

(d) to lend money and give credit to, to take security for such loans or credit from, and to guarantee and become or give security for the performance of contracts and obligations by, any person or company;

(e) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments;

(f) to subscribe for, either absolutely or conditionally, or otherwise acquire and hold, shares, stocks, debentures, debenture stock or other securities or obligations of any other company;

(g) to invest the moneys of the Company not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit;

(h) to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain alter or develop any buildings;

(i) subject to Clause [5](#clause5) hereof, to employ and pay solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Company;

(j) to make payments towards insurance for any Director, officer, Independent Examiner or auditor against any liability as is referred to in Section [310(1)](#CA1985s310) of the Companies Act 1985;

(k) to subscribe to, become a member of, or amalgamate with any other organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not) whose objects are wholly or in part similar to those of the Company and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Company under or by virtue of Clause [5](#clause5) hereof, and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any such organisation, institution, society or body;

(l) to do all or any of the things hereinbefore authorised in conjunction with any other organisation, institution, society or body with which the Company is authorised to amalgamate;

(m) to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company;

(n) to do all such other lawful things as are necessary for the attainment of the above objects or any of them.

5 All assets of the Company shall be applied solely towards the promotion of its objects as set out herein, and no portion of such assets shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of pure profit to members of the Company.

**PROVIDED ALWAYS** that nothing contained in this Memorandum of Association shall prevent any payment being made by the Company in good faith as follows:-

(a) as reasonable and proper remuneration to any member, Director, officer or servant of the Company for any services rendered to the Company;

(b) as interest on money lent by any member of the Company or by any Director at a reasonable and proper rate per annum;

(c) of reasonable and proper rent for premises demised or let by any member of the Company or any Director to the Company;

(d) of reasonable and proper fees, remuneration or other benefit in money or money's worth to any company of which a Director may also be a member; and

(e) to any Director of reasonable and proper out of pocket expenses (provided proper evidence of the payment of such expenses is provided).

6 The liability of the members is limited.

7 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 the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8 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 or institutions that promote chess, such institution or institutions to be determined by the members of the Company at or before the time of dissolution.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum of Association.

|  |  |
| --- | --- |
| Brian John Payne  1 High Street Mews  Wimbledon Village  London SW19 7RG | Maureen Anne Childs  1 High Street Mews  Wimbledon Village  London SW19 7RG |
| Dated: 15 October 2005 |  |
| Witness to the above signatures:  Christopher Neil Childs  105 Higher Drive  Banstead  Surrey SM7 1PS |  |

#### Company number 5602632

**The Companies Acts 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF SURREY COUNTY CHESS ASSOCIATION**

#### INTERPRETATION

1.1 In these Articles:-

|  |  |
| --- | --- |
| "the Act” | means the Companies Act 1985, but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force. |
| “the Annual Finance Meeting” | means the General meeting at which [Membership Fees](#art1_1memFee) are determined in accordance with Article [12](#art12). |
| “the Annual General Meeting” | means the Annual General Meeting to be held each year in accordance with Article [9.1](#art9_1). |
| “the Annual League Composition Meeting” | means the General Meeting of the Company at which the composition of the [Main League](#art1_1mainLeague) competition is determined in accordance with Article [13](#art13). |
| “the Board” | means the Board of Directors of the Company, acting collectively. |
| “the Bye Laws” | means [Bye Laws](#byeLaws) made by the Company in General Meeting pursuant to Article [63](#art63). |
| “Club Member” | means a [Member](#art1_1member) of the division referred to in Article [4(3)](#art4_3). |
| “Director” | means a Director of the Company. |
| “electronic communication” | has the meaning given to it in the [Electronic Communications Act 2000](#ECA2000s15ec). |
| “Full Member” | means a [Member](#art1_1member) of the division referred to in Article [4.2](#art4_2). |
| “Main League” | means the annual league organised by the Company for competition between [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) defined in Bye Law [3.1.1(b)](#bl_3_1_1b). |
| “Individual Member” | means a [Member](#art1_1member) of the class referred to in Article [3(2)](#art3_2). |
| “Member” | means member of the Company, and “membership” shall be construed accordingly. |
| “Membership Fees” | means the fees payable respectively by [Members](#art1_1member) pursuant to Article [8.1](#art8_1). |
| “Member Organisation” | means a [Member](#art1_1member) of the class referred to in Article [3(1)](#art3_1) and the division referred to in Article [4.1](#art4_1). |
| “Representative Member” | means an individual nominated to act on behalf of a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) pursuant to Article [3(1)](#art3_1). |
| “SCCA” | means the unincorporated association known as Surrey County Chess Association. |
| "the Seal" | means the common seal of the Company. |
| "the Secretary" | means the person appointed to perform the duties of the Secretary of the Company. |

1.2 Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, typewriting, lithography, photography, facsimile, e-mail and other modes of representing or reproducing words in a visible form.

1.3 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the [Act](#art1_1act).

1.4 In these Articles “address” in relation to [electronic communications](#art1_1ec) includes any number or address used for the purpose of such communication.

#### OBJECTS

2 The Company is established for the objects expressed in the Memorandum of Association.

#### MEMBERS

3 The subscribers to the Memorandum of Association and such other persons admitted to membership in accordance with Article [6](#art6) shall be members of the Company. There shall be two classes of [Members](#art1_1member):

(1) Member Organisations, being chess clubs and other organisations, each of which shall nominate one, or where so entitled, more than one individual as its Representative Member(s) to act on its behalf. A Representative Member shall be nominated or replaced by notice in writing given to the Secretary signed by a senior officer of the body appointing him.

(2) Individual Members, being [Full Members](#art1_1fullMem) and [Club Members](#art1_1clubMem).

Every [Member](#art1_1member) shall either sign a written consent to become a member or sign the register of members on becoming a member, and in the case of a [Member Organisation](#art1_1memOrg) the written consent or the register of members shall be signed by a Representative Member on its behalf.

4 There shall be the following divisions of members:

(1) Member Organisations;

(2) Full Members, currently being Vice Presidents (including Honorary Life Vice Presidents) Life Members, Honorary Life Members and Individual Subscription paying members; and

(3) Club Members, being individual members of [Member Organisations](#art1_1memOrg), who do not in that capacity pay subscriptions to the Company.

A [Member](#art1_1member) may belong to both the categories of Full Members and Club Members.

5. The divisions of members shall have the following class rights:

(1) A [Member Organisation](#art1_1memOrg) is entitled to nominate from its own membership the number of [Representative Members](#art1_1repMem) equal to one plus the number of teams accepted from that [Member Organisation](#art1_1memOrg) in the [Main League](#art1_1mainLeague) of the Company’s [Club Competitions](#bl_clubComp) at the preceding [Annual League Composition Meeting](#art1_1alcm), each of whom shall be entitled to one vote at all General Meetings of the Company in accordance with Article [25](#art25) [, but if any of its teams shall withdraw from the [Main League](#art1_1mainLeague), the number of Representative Members entitled to a vote from the date of such withdrawal shall decrease by the number of teams so withdrawing]1. The nominations shall be made …1 by written list provided by the [Member Organisation](#art1_1memOrg) to the [Secretary](#art1_1sec), [such list to remain effective until countermanded or replaced; if for any reason the number of nominations exceeds the voting entitlement,]1 the last name(s) on the [submitted]1 list shall lose the vote.

(2) [Full Members](#art1_1fullMem) and [Club Members](#art1_1clubMem) are entitled to attend all General Meetings and to speak thereat, but subject to Article [27](#art27), shall not be entitled to a vote at the same unless they are [Representative Members](#art1_1repMem). [Individual Members](#art1_1indMem) shall also be entitled to play in the Company’s Individual competitions.

1 Amended on 22 June 2013 at the AGM.

6.1 Except as provided by Articles [6.2](#art6_2), [6.3](#art6_3) and [6.4](#art6_4) below, a [Member](#art1_1member) may be admitted to [membership](#art1_1member) only by the [Board](#art1_1board) on receipt of written application, and only after having deposited at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum.

6.2 Every club affiliated to the [SCCA](#art1_1scca), a [Representative Member](#art1_1repMem) of which, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), so applies shall be admitted as a [Member Organisation](#art1_1memOrg) on the basis that any affiliation or competition entry fees paid to the [SCCA](#art1_1scca) shall be deemed to be [Membership Fees](#art1_1memFee) paid to the Company.

6.3 Every Full Member of the [SCCA](#art1_1scca) who, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), deposits at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum shall become a [Full Member](#art1_1fullMem) on the basis that any membership fees paid to the [SCCA](#art1_1scca) (whether before or after the date of such deposit) shall be deemed to be [Membership Fees](#art1_1memFee) paid to the Company.

6.4 Every member of a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) who, by 30 June 2007 or such later date as may be specified by the [Board](#art1_1board), deposits at the registered office of the Company a written undertaking pursuant to Clause [7](#clause7) of the Memorandum shall become a [[Club Member](#art1_1clubMem)](#art1_1affMem).

6.5 [Member Organisation](#art1_1memOrg)s shall submit a current list of their members to the [Secretary](#art1_1sec) as he may from time to time require.

7 A [Member](#art1_1member) shall cease to be a [Member](#art1_1member):

(a) if the [Member](#art1_1member) resigns by giving notice to the Company; or

(b) for an [Individual Member](#art1_1indMem), upon his death; or

(c) for a [Member Organisation](#art1_1memOrg), upon its dissolution; or

(d) if any [Membership Fee](#art1_1memFee) due to the Company remains outstanding for more than three months unless the [Board](#art1_1board) otherwise determines; or

(e) for a [[Club Member](#art1_1clubMem)](#art1_1affMem), if the relevant [Member Organisation](#art1_1memOrg) ceases to hold that status, unless the [Member](#art1_1member) is also an [Full Member](#art1_1fullMem) or a member of another [Member Organisation](#art1_1memOrg) at the time of such cessation; or

(f) if the [Member](#art1_1member) is removed from [membership](#art1_1member) by the [Board](#art1_1board) in accordance with Article [34](#art34).

#### MEMBERSHIP FEES

8.1 Membership Fees for Member Organisations and Full Members shall be determined annually at the [Annual Finance Meeting](#art1_1afm), except for Life Members, Honorary Life Vice-Presidents and Honorary Life Members who shall pay no Membership Fee.

8.2 No [Membership Fees](#art1_1memFee) shall be payable by the [[Directors](#art1_1director)](#art1_1director) in that capacity, but they shall not be entitled to be elected, re-elected, appointed or re-appointed unless they are [Individual Members](#art1_1indMem) at the time of such election or appointment.

#### GENERAL MEETINGS

9.1 Subject to the provisions of any elective resolution of the Company for the time being in force and to Article [10.1](#art10_1) below, the Company shall:

(a) in June of each year hold a General Meeting as its Annual General Meeting; and

(b) in August of each year hold a General Meeting as its [Annual Finance Meeting](#art1_1afm) and its [Annual League Composition Meeting](#art1_1alcm);

in addition to any other meetings in that year, and shall specify the meetings as such in the notices calling them.

9.2 General Meetings shall be held at such time and place as the [Board](#art1_1board) shall appoint. All General Meetings other than [Annual General Meetings](#art1_1agm), [Annual Finance Meetings](#art1_1afm) and [Annual League Composition Meetings](#art1_1alcm) shall be called Extraordinary General Meetings.

10.1 [Annual Finance Meetings](#art1_1afm) and [Annual League Composition Meetings](#art1_1alcm) shall not be held before the Company has acquired the undertaking of the [SCCA](#art1_1scca).

10.2 In the year in which the Company acquires the undertaking of the [SCCA](#art1_1scca), the decisions of the immediately preceding [SCCA](#art1_1scca) August Council Meeting as regards finance and league composition shall respectively be deemed to have been taken by an [Annual Finance Meeting](#art1_1afm) and an [Annual League Composition Meeting](#art1_1alcm) held on that date. A team accepted into the [SCCA's](#art1_1scca) club competitions at that meeting shall remain eligible to participate after the transfer notwithstanding that the club concerned may not yet have become a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) under Article [6](#art6).

11 At the [Annual General Meeting](#art1_1agm), in addition to the usual business of same, the following business shall be transacted:

(a) The election of [Directors](#art1_1director) who shall, unless the meeting resolves otherwise, hold office until the end of the [Annual General Meeting](#art1_1agm) next following; and

(b) The appointment of an Independent Examiner;

(c) Such other matters which are:

(i) proposed by or on behalf of the [Board](#art1_1board); or

(ii) proposed otherwise, in which case notice in writing must be given to the [Secretary](#art1_1sec) by a [Director](#art1_1director), [by [Representative Members](#art1_1repMem) holding collectively at least 10% of the voting rights,]1 or by two [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) to arrive not later than 30 days before the [Annual General Meeting](#art1_1agm).

1 Amended on 19 June 2011 at the AGM.

12 At the Annual Finance Meeting the following business shall be transacted:

(a) Presentation on behalf of the [Board](#art1_1board) of the Company’s budget for the year commenced on 1 May; and

(b) Determination of [Membership Fees](#art1_1memFee).

13 At the Annual League Composition Meeting the following business shall be transacted:

(a) Acceptance of entries into the Company’s [Club Competitions](#bl_clubComp) for the following season; and

(b) Allocation of teams into the various divisions of the [Main League](#art1_1mainLeague).

14 An Extraordinary General Meeting may be convened by the [Board](#art1_1board) as it thinks fit, and an Extraordinary General Meeting shall also be convened on requisition by, or in [default](#CA1985s368_8) may be convened by, such [Representative Members](#art1_1repMem) entitled to a vote as are required by Section [368(2)](#CA1985s368_2) of the [Act](#art1_1act). If for a period of not less than 28 days there are not within the United Kingdom sufficient [Directors](#art1_1director) capable of acting to form a quorum, any [Director](#art1_1director) or any two [[Member Organisations](#art1_1memOrg)](#art1_1corpMem) may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the [Board](#art1_1board).

#### NOTICE OF GENERAL MEETINGS

15.1 Subject to Article [15.2](#art15_2) below, an [Annual General Meeting](#art1_1agm) and a general meeting called for the passing of one or more special resolutions shall be called by twenty one clear days’ notice in writing at the least, and any other general meeting shall be called by fourteen clear days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are under the Articles of the Company, entitled to receive such notices from the Company.

15.2 Notwithstanding that it is called by shorter notice than that specified Article [15.1](#art15_1) above, a general meeting shall be deemed to have been duly called if it is so agreed:

(a) in the case of a meeting called as the [Annual General Meeting](#art1_1agm), by all the [Members](#art1_1member) entitled to attend and vote thereat; or

(b) in the case of any other meeting, by a majority in number of [Members](#art1_1member) having a right to attend and vote at the meeting, being a majority together representing (subject to the provisions of any elective resolution of the Company for the time being in force) not less than ninety five per cent of the total voting rights at that meeting of all the [Members](#art1_1member) entitled to attend and vote thereat.

16 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.

17 The [Secretary](#art1_1sec) shall publish a register of voting entitlement for each general meeting which shall be sent out with the notice of the meeting.

#### PROCEEDINGS AT GENERAL MEETINGS

18 No business shall be transacted at any General Meeting unless a quorum of [Members](#art1_1member) is present. Save as herein otherwise provided, any twelve [Representative Members](#art1_1repMem) entitled to a vote present in person or by proxy, provided that they include members of at least three [Member Organisations](#art1_1memOrg), shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present or if during a meeting such a quorum ceases to be present, the meeting, if convened upon the requisition of [Members](#art1_1member), shall be dissolved; in any other case it shall stand adjourned to such other day and at such other time and place as the [Board](#art1_1board) may determine.

19 The President, or failing him the Deputy President, shall preside as chairman at every General Meeting of the Company, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, those [Representative Members](#art1_1repMem) present in person or by proxy shall elect the chairman of the meeting.

20 The chairman may, with the consent of any 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 any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

21 At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

(a) by the chairman; or

(b) by twelve [Representative Members](#art1_1repMem) present in person or by proxy.

Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or lost, unanimously, or by a particular majority, together with an entry to that effect in the book containing the minutes of proceedings of the Company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

22 If a poll is duly demanded, it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

23 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 at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. Votes on a poll shall be counted by tellers appointed by the meeting who may themselves vote if so entitled. Tellers shall, unless directed otherwise by the chairman, keep confidential the details of all votes cast except for the totals thereof and shall at the end of the meeting deliver any ballot papers to the [Secretary](#art1_1sec).

24 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.

**VOTES OF MEMBERS**

25 Only [Representative Members](#art1_1repMem) may vote at General Meetings. Each [Representative Member](#art1_1repMem) present in person or by proxy so entitled shall be entitled to one vote.

26 No [Representative Member](#art1_1repMem) shall be entitled to vote at any General Meeting unless all [Membership Fees](#art1_1memFee) presently payable to the Company by his nominating [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) have been paid by the date on which the [Secretary](#art1_1sec) shall publish a register of voting entitlement for that General Meeting.

27.1 [A [Representative Member](#art1_1repMem) shall be entitled to appoint another person as his proxy to attend and vote instead of him at any meeting, including an adjournment thereof.]1

1 Amended on 13 June 2010 at the AGM.

27.2 On a poll votes may be given either personally or by proxy.

28.1 The instrument appointing a proxy shall be in writing and signed by the appointor. … 1

1 Amended on 19 June 2011 at the AGM.

28.2 The instrument appointing a proxy shall be delivered at the meeting to the Chairman of the meeting and an appointment of proxy which is not so delivered shall be invalid.

28.3 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

**SURREY COUNTY CHESS ASSOCIATION**

I, [name] being a [Representative Member](#art1_1repMem) of the Surrey County Chess Association, hereby appoint [name] as my proxy to vote for me on my/our behalf at the General Meeting of the Company to be held on [date] and at any adjournment thereof.

Signed [date]

29 The instrument appointing a proxy shall be deemed to confirm authority to demand or join in demanding a poll.

30 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of such death, insanity or revocation as aforesaid shall have been received by the Company at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**THE BOARD OF DIRECTORS**

31.1 Unless otherwise determined by ordinary resolution the number of [Directors](#art1_1director) shall be subject to a maximum of seven persons but shall not be less than three. Subject to the provisions of Articles [8.2](#art8_2), [37](#art37), [40](#art40), [41](#art41) and [42](#art42), all [Directors](#art1_1director) shall be elected at an [Annual General Meeting](#art1_1agm) and shall hold office until the following [Annual General Meeting](#art1_1agm).

31.2 The [Directors](#art1_1director) shall be:

(a) The President

(b) The Deputy President

(c) The Treasurer

(d) The Administrative Director

(e) The Interclub Tournaments Director

(f) Two non-executive directors

31.3 No [Director](#art1_1director) shall serve on the [Board](#art1_1board) in more than one capacity. No person shall be capable of being appointed a [Director](#art1_1director) unless at the time of his appointment he has attained the age of 18.

#### BORROWING POWERS

32 The [Board](#art1_1board) may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking and its property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party subject to such consents as may be required by law.

**POWERS AND DUTIES OF THE BOARD**

33 The Company shall be managed by the [Board](#art1_1board), which may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not, by the [Act](#art1_1act) or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the [Act](#art1_1act), these Articles and to such [Bye Law](#art1_1byeLaws), being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no [Bye Law](#art1_1byeLaws) made by the Company in General Meeting shall invalidate any prior act of the [Board](#art1_1board) which would have been valid if that [Bye Law](#art1_1byeLaws) had not been made.

34.1 Any [Member](#art1_1member) may be removed from [membership](#art1_1member) in accordance with this Article but by no other method.

34.2 A [Member](#art1_1member) may be removed if, in the opinion of the [Board](#art1_1board), he has acted or has threatened to act in a manner which is substantially contrary to the interests of the Company as a whole or if his conduct (whether as a [Member](#art1_1member) or otherwise) is likely to bring the Company, or any or all of its [Directors](#art1_1director) or [Members](#art1_1member) into disrepute.

34.3 If at a meeting of the [Board](#art1_1board) a resolution is passed to remove a [Member](#art1_1member), the [Board](#art1_1board) must serve a notice on the [Member](#art1_1member) stating that the [Board](#art1_1board) has resolved to invoke the provisions of these rules and giving a statement of the reasons for the [Board's](#art1_1board) decision.

34.4 The notice to the [Member](#art1_1member) must also give the member the opportunity to make representations to the [Board](#art1_1board) in writing or in person as to why he should not be removed as a [Member](#art1_1member). The [Board](#art1_1board) must consider any representations made by the [Member](#art1_1member) and, if the representations are not made by the [Member](#art1_1member) at a [Board](#art1_1board) meeting, the [Board](#art1_1board) must consider the representations at the next [Board](#art1_1board) meeting.

34.5 After the [Board](#art1_1board) meeting at which the representations are considered, the [Board](#art1_1board) must serve a notice on the [Member](#art1_1member) informing him of the decision. If the decision is to remove the [Member](#art1_1member), this must be reflected in the register of [Members](#art1_1member) as soon as reasonably practicable.

34.6 There will be no right of appeal from a decision of the [Board](#art1_1board) to remove a [Member](#art1_1member). After the removal of the [Member](#art1_1member) has been noted in the register of members he will have no right to attend and vote at general meetings of the Company and he will cease to be entitled to any other benefits of [membership](#art1_1member). He will not be entitled to a refund of any [Membership Fee](#art1_1memFee) paid by him for his [membership](#art1_1member) of the Company.

34.7 The [Board's](#art1_1board) proceedings and the statement of reasons for removal will be confidential and the [Board](#art1_1board) must make no statement to the other [Members](#art1_1member) concerning the [Member's](#art1_1member) removal unless the [Member](#art1_1member) himself chooses to make public the issue of his removal, or to make it a matter of interest to the [Members](#art1_1member) as a whole.

35 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the [Board](#art1_1board) shall from time to time by resolution determine.

36 The [Board](#art1_1board) shall cause minutes to be made in books provided for the purpose:

(a) of all appointments of officers of the Company made or ratified by the [Board](#art1_1board);

(b) of the names of the [Directors](#art1_1director) and others present at each meeting of the [Board](#art1_1board) and of any committee of the [Board](#art1_1board);

(c) of all resolutions and proceedings at all meetings of the Company, and of the [Board](#art1_1board) and of committees of the [Board](#art1_1board).

37 A [Director](#art1_1director) shall cease to be a [Director](#art1_1director):-

(a) if he resigns his directorship by giving notice to the Company; or

(b) if he dies, becomes bankrupt, becomes mentally incapable of managing his own affairs, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment; or

(c) if he is removed by a simple majority of the [Representative Members](#art1_1repMem) following the procedure laid down in Section [303](#CA1985s303) of the [Act](#art1_1act); or

(d) if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

38 Provided he has declared his interest in accordance with Section [317](#CA1985s317) of the [Act](#art1_1act), a [Director](#art1_1director) shall be entitled to vote in respect of any contract in which he is interested or any matter arising therefrom.

39 The Company may from time to time by ordinary resolution increase or reduce the number of [Directors](#art1_1director).

40 The [Board](#art1_1board) shall have power at any time to appoint any person to be a [Director](#art1_1director), either to fill a casual vacancy or as an addition to the existing [Directors](#art1_1director), but so that the total number of [Directors](#art1_1director) shall not at any time exceed any maximum number fixed in accordance with these Articles. Any [Director](#art1_1director) so appointed shall hold office only until the next following [Annual General Meeting](#art1_1agm), and shall then be eligible for re-election. The [Board](#art1_1board) shall also have power at any time to fill a casual vacancy arising in respect of the Independent Examiner to hold office only until the next following [Annual General Meeting](#art1_1agm).

41 The Company may by ordinary resolution, of which [special notice](#CA1985spec_not) has been given in accordance with Section [379](#CA1985s379) of the [Act](#art1_1act), remove any [Director](#art1_1director) before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such [Director](#art1_1director).

42 The Company may by ordinary resolution appoint another person in place of a [Director](#art1_1director) removed from office under Article [41](#art41). Without prejudice to the powers of the [Board](#art1_1board) under Article [40](#art40), the Company in General Meeting may appoint any person to be a [Director](#art1_1director) either to fill a casual vacancy or as an additional [Director](#art1_1director).

#### PROCEEDINGS OF THE BOARD

43 The [Board](#art1_1board) may meet (including meetings conducted by telephone and video conference) and may despatch business, adjourn, and otherwise regulate their meetings, as it thinks fit. Questions arising at any 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 minimum of two [Directors](#art1_1director) may at any time, and the [Secretary](#art1_1sec) on the requisition of a minimum of two [Directors](#art1_1director) shall, summon a meeting of the [Board](#art1_1board). It shall not be necessary to give notice of a meeting of the [Board](#art1_1board) to any [Director](#art1_1director) for the time being absent from the United Kingdom.

44 The quorum necessary for the transaction of the business of the [Board](#art1_1board) shall be one half of its members. If during a meeting such a quorum ceases to be present the meeting shall stand adjourned to such time and place as the [Directors](#art1_1director) shall determine.

45 The continuing [Directors](#art1_1director) may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number specified by Article [31.1](#art31) as the minimum number of [Directors](#art1_1director), the continuing [Director](#art1_1director) or [Directors](#art1_1director) may act for the purpose of increasing the number of [Directors](#art1_1director) to that number, or of summoning a General Meeting of the company, but for no other purpose.

46 The President, or failing him the Deputy President, shall preside as chairman of the [Board](#art1_1board) but if at any meeting he is not present within five minutes after the time appointed for holding the same, the [Directors](#art1_1director) present may choose one of their number to be chairman of the meeting.

47 The [Board](#art1_1board) may delegate any of its powers to committees consisting of one or more members of their body as it thinks fit, with power also to appoint non [Board](#art1_1board) members. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the [Board](#art1_1board) and shall report all acts and proceedings to the [Board](#art1_1board) as soon as reasonably practicable. The [Board](#art1_1board) may overrule a decision of such committee, and may at any time dissolve such committee, or remove or replace any of its members, provided that the committee includes at least one [Board](#art1_1board) member at all times.

48 A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.

49 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members of the committee present, and in the case of an equality of votes the chairman of the committee shall have a second or casting vote.

50 All acts done by any meeting of the [Board](#art1_1board) or of a committee of the [Board](#art1_1board), or by any person acting as a [Director](#art1_1director) or member of a committee of the [Board](#art1_1board), shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such [Director](#art1_1director) or member of a committee of the [Board](#art1_1board), or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a [Director](#art1_1director) or member of a committee of the [Board](#art1_1board).

51 A resolution in writing, signed by all the [Directors](#art1_1director) for the time being entitled to receive notice of a meeting of the [Board](#art1_1board), shall be valid as if it had been passed at a meeting of the [Board](#art1_1board) duly convened and held.

#### SECRETARY

52 Subject to Section [13(5)](#CA1985s13_5) of the [Act](#art1_1act), the [Secretary](#art1_1sec) shall be appointed by the [Board](#art1_1board) for such term at such remuneration and upon such conditions as the [Board](#art1_1board) may think fit; and any [Secretary](#art1_1sec) so appointed may be removed by it.

53 A provision of the [Act](#art1_1act) or these Articles requiring or authorising a thing to be done by a [Director](#art1_1director) and the [Secretary](#art1_1sec) shall not be satisfied by its being done by or to the same person acting both as a [Director](#art1_1director) and as, or in place of the [Secretary](#art1_1sec).

#### THE SEAL

54 If the Company has a seal the [Board](#art1_1board) shall provide for its safe custody and it shall only be used by the authority of the [Board](#art1_1board) or of a committee of the [Board](#art1_1board) authorised by the [Board](#art1_1board) in that behalf, and every instrument to which the seal shall be affixed shall be signed by a [Director](#art1_1director) and shall be countersigned by the [Secretary](#art1_1sec) or by a second [Director](#art1_1director) or by some other person appointed by the [Board](#art1_1board) for the purpose.

#### ACCOUNTS

55 The [Board](#art1_1board) shall cause accounting records to be kept in accordance with the provisions of the [Act](#art1_1act).

56 The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the [Act](#art1_1act), at such other place or places as the [Board](#art1_1board) thinks fit, and shall at all reasonable times be open to the inspection of the [Directors](#art1_1director).

57 The [Board](#art1_1board) shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of [Members](#art1_1member) not being [Directors](#art1_1director), and no [Member](#art1_1member) (not being a [Director](#art1_1director)) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the [Board](#art1_1board) or by the Company in General Meeting.

58 Subject to the provisions of any elective resolution of the Company for the time being in force, the [Board](#art1_1board) shall from time to time in accordance with the provisions of the [Act](#art1_1act), cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those provisions.

59 Subject to the provisions of any elective resolution of the Company for the time being in force, a copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Independent Examiner’s report, and [Board's](#art1_1board) report, shall not less than twenty one days before the date of the meeting be sent to every [Member](#art1_1member) of the Company and any other person entitled to receive notice of General Meetings of the Company. The accounting information to be given to the [Members](#art1_1member) pursuant to this Article may be given using [electronic communication](#art1_1ec) to an address for the time being notified for that purpose by the person entitled to the information.

#### NOTICES

60 Any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the [Directors](#art1_1director)) shall be in writing or shall be given using [electronic communication](#art1_1ec) to an address for the time being notified for that purpose to the person giving the notice.

61 Notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

(a) each [Representative Member](#art1_1repMem) and each [Full Member](#art1_1fullMem), except those [Members](#art1_1member) who have not supplied to the Company an address within the United Kingdom for the giving of notices to them;

(b) the secretary of each [Member Organisation](#art1_1memOrg).

No other person shall be entitled to receive notices of General Meetings.

#### DISSOLUTION

62 Clause [8](#clause8) of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

#### BYE LAWS

63.1 The Company in General Meeting may from time to time make, add to, alter and repeal such [Bye Laws](#art1_1byeLaws) as it may deem necessary or expedient or convenient for the proper conduct and management of the Company.

63.2 The Company shall adopt such means as it deems sufficient to bring to the notice of [Members](#art1_1member) of the Company all such [Bye Laws](#art1_1byeLaws) which so long as they shall be in force, shall be binding on all [Members](#art1_1member) of the Company, provided nevertheless, that no [Bye Law](#art1_1byeLaws) shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

63.3 Changes to [Bye Laws](#art1_1byeLaws) governing the Company’s competitions shall not be effective as regards a competition already in progress. For this purpose, the Company’s [Club Competitions](#bl_clubComp) are deemed to have commenced at the conclusion of the preceding [Annual League Composition Meeting](#art1_1alcm).

#### INDEMNITY

64.1 Every [Director](#art1_1director) or other officer or Independent Examiner 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, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section [727](#CA1985s727) of the [Act](#art1_1act) in which relief is granted to him by the Court, and no [Director](#art1_1director) 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](#CA1985s310) of the [Act](#art1_1act).

64.2 The [Directors](#art1_1director) shall have power to purchase and maintain for any [Director](#art1_1director), officer or Independent Examiner of the company insurance against any such liability as is referred to in Section [310(1)](#CA1985s310) of the [Act](#art1_1act).

#### Company number 5602632

**The Companies Acts 1985 to 1989**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**BYE LAWS OF SURREY COUNTY CHESS ASSOCIATION**

**INDEX**

These Bye Laws contain:

1 General Bye Laws;

2 Bye Laws applicable to all competitions;

3 Bye Laws applicable to [Club Competitions](#bl_clubComp);

4 Bye Laws as to trophies and other prizes;

[5 Bye Laws as to elections.]1

In these Bye Laws:

* “Articles” shall mean the [Articles of Association](#arts) of the Company, and the term “Article” shall be construed accordingly except where the context otherwise requires;
* the expressions defined in the [Articles](#bl_article) shall have the meanings therein ascribed to them;
* “Laws of Chess” shall mean the FIDE Laws of Chess currently in force;
* “Club Competition” shall have the meaning given in Bye Law [3.1.1](#bl_3_1_1); and
* “Club” shall mean a [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) accepted into one of the Company’s [Club Competitions](#bl_clubComp) pursuant to Bye Law [3.1.2](#bl_3_1_2).

1 Amended on 22 June 2008 at the AGM.

**Bye Laws**

**WHEREAS** Article [63](#art63) gives power to the Company in General Meeting to make Bye Laws, the following were made at an Extraordinary General Meeting of the Company held on 20 April 2007 [and amended at the Annual General Meetings of the Company held on 16 June 2007, 22 June 2008 28 June 2009, 13 June 2010, 19 June 2011, 30 June 2012, 22 June 2013 and 21 June 2014]1.

1 Amended on 21 June 2014 at the AGM.

**General Bye Laws**

1.1 **Fees for Member Organisations**

The [Treasurer](#art31_2_treasurer) shall by 31 October issue to each [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) an invoice in respect of its [Membership Fees](#art1_1memFee) for the current financial year. Payment received by 30 November shall entitle such [[Member Organisation](#art1_1memOrg)](#art1_1corpMem) to a discount of 5%, but payment received after 31 January shall incur a 10% surcharge.

1.2 **Smoking**

Smoking shall not be permitted at any event organised by the Company, including General Meetings, [Board](#art1_1board) meetings, Committee meetings and home county matches.

**Bye Laws applicable to all competitions**

2.1 **Controllers**

2.1.1 The Interclub Tournaments Director shall be the controller for [Club Competitions](#clubComp). The [Board](#art1_1board) shall appoint Controllers for other competitions as required. All chess-related matters and disputes arising in any of the Company’s competitions shall be dealt with by the relevant Controller.

2.1.2 The [Controller](#bl_controller) of a competition may in the course of his duties under Bye Law [2.1.1](#bl_2_1_1) above impose administrative penalties in respect thereof, including loss of the game, loss of match or game points and exclusion from the competition. Where such penalties are imposed, the [Controller](#bl_controller) may also adjust the score of the opposing side if appropriate.

2.1.3 Without prejudice to any action taken under Bye Law [2.1.2](#bl_2_1_2) above, the [Controller](#bl_controller) of a competition may also report a [Member](#art1_1member) or other participant to the [Board](#art1_1board) for misconduct in relation thereto.

2.2 **Laws of Chess**

The whole of play in these competitions shall be governed by the [Laws of Chess](#bl_laws), [except and to the extent that they shall be expressly amended or overridden]1 by these Bye Laws. …1 A copy of the [Laws of Chess](#bl_laws), together with a copy of these Bye Laws, shall be made available by the [host [Club](#bl_club)]1 for consultation if required.

1 Amended on 28 June 2009 at the AGM.

2.3 **Play**

Except where otherwise provided in these Bye Laws, all games shall be played over the board and only one game may be played by any player in any one match. Where digital clocks are offered, either player may insist on the use of an analogue clock.

2.4 **Points**

Won games and matches in all competitions shall count one point, and drawn games and matches half a point.

2.5 **Juniors**

Juniors are defined as under 18 years of age on the previous 1 September.

2.6 **Gradings**

The gradings to be used for the purpose of any competition shall be those in the list in force at the commencement of that competition. [Where a player has both Standard and Rapidplay published grades, that appropriate to the competition shall be used, but if a player has only one such grade, this shall apply for all competitions.]1 Where [a]2 player is not in that list, but was included in a list published within the preceding four years, his grade shall be taken as the most recent published grade, reduced by 5 points for each intervening year, unless in special circumstances the relevant [Controller](#bl_controller) decides otherwise. [The calculation shall take into account any general adjustment to grades made by the ECF. In all other cases the [Controller](#bl_controller) will determine the estimated grade using all available information.]2

1 Amended on 28 June 2009 at the AGM.

2 Amended on 30 June 2012 at the AGM.

2.7 **Playing strength**

[To determine]1 which of two players is the stronger, a player whose grade (Standard or Rapidplay as appropriate for the competition) exceeds that of another by more than 10 points (20 if either player be a junior) shall be treated as the stronger.

1 Amended on 13 June 2010 at the AGM.

2.8 **Mobile telephones**

Notwithstanding [the relevant provisions]1 of the [Laws of Chess](#bl_laws), it shall be permitted to bring mobile phones [and other electronic means of communication]1 into a playing venue. [However, any such device may be used or answered only outside the playing area and must be switched off or in silent mode in the playing area. [A noise emitted by a device left turned on in the silent mode shall be permitted provided this is agreed by both Captains before the start of the match. In all other circumstances,]2 if any such device is used or produces any sound in the playing area during play, the player shall lose the game.]1

1 Amended on 28 June 2009 at the AGM.

2 Amended on 13 June 2010 at the AGM.

Note Article 12.3b of the 2009 Laws of Chess provides that the opponent of a player who loses the game pursuant to that Article shall win, except where the opponent cannot win the game by any series of legal moves, in which case his score shall be a draw.

2.9 **Appeals**

2.9.1 Any appeal against a [Controller's](#bl_controller) action …2 under Bye Laws [2.1.1](#bl_2_1_1) and [2.1.2](#bl_2_1_2) above [must be made in writing within 21 days of that action and]2 shall be referred to the Chess Disputes Committee, which shall be convened as required by a [Director](#art1_1director) nominated by the [Board](#art1_1board) for this purpose. [The appellant shall pay a deposit, as determined from time to time by the [Annual Finance Meeting](#art1_1afm).]1

2.9.2 The appeal shall be heard by a panel comprising at least five members of the Chess Disputes Committee appointed by the nominated [Director](#art1_1director), to include as far as possible at least two qualified arbiters and three experienced players. No person involved in a particular appeal, nor any member of a [Club](#bl_club) so involved, may sit on the panel.

2.9.3 The chairman of the panel shall notify in writing as appropriate the [Controller](#bl_controller) and other interested parties of an appeal. The chairman of the panel shall arrange a meeting of the panel to discuss the matter within six weeks. All interested parties shall be given two weeks’ written notice of the meeting, and shall be entitled to attend to give evidence. The panel may request written evidence from any individual or [Club](#bl_club), and may invite them to appear in person. [The chairman of the panel may require the appellant to attend in person.]1

2.9.4 The panel may confirm or vary the ruling of the [Controller](#bl_controller), but no administrative penalty imposed by the panel shall exceed those available to the [Controller](#bl_controller) under Bye Law [2.1.2](#bl_2_1_2) above. [The deposit payable under Bye Law [2.9.1](#bl_2_9_1) above shall be refunded if the appeal is successful, or otherwise if the panel so decides.]1

2.9.5 All parties shall be notified in writing of the decision within seven days of the meeting.

Note The amount of the deposit is currently £25.00.

1 Amended on 30 June 2012 at the AGM.

2 Amended on 22 June 2013 at the AGM.

[2.10 **Exclusion of players**

2.10.1 A player may be excluded from any or all of the Company’s competitions if, in the opinion of the [Board](#art1_1board), he has acted or has threatened to act in a manner which is substantially contrary to the interests of the Company as a whole or if his conduct (whether as a player or otherwise) is likely to bring the Company, or any or all of its [Directors](#art1_1director) or [Members](#art1_1member) into disrepute.

2.10.2 If at a meeting of the [Board](#art1_1board) a resolution is passed to exclude a player, the [Board](#art1_1board) must serve a notice on the player that the [Board](#art1_1board) has resolved to invoke the provisions of these rules and giving a statement of the reasons for the [Board's](#art1_1board) decision.

2.10.3 The notice to the player must also give the player the opportunity to make representations to the [Board](#art1_1board) in writing or in person as to why he should not be excluded. The [Board](#art1_1board) must consider any representations made by the player and, if the representations are not made by the player at a [Board](#art1_1board) meeting, the [Board](#art1_1board) must consider the representations at the next [Board](#art1_1board) meeting.

2.10.4 After the [Board](#art1_1board) meeting at which the representations are considered, the [Board](#art1_1board) must serve a notice on the player informing him of the decision.

2.10.5 If the decision is to exclude the player, the exclusion must be notified as soon as reasonably practicable to the [Controllers](#bl_controller) of all competitions to which the exclusion applies and, in the case of a [Club Competition](#bl_clubComp) to the secretary of any [Club](#bl_club) for which the player would otherwise have been eligible.

2.10.6 There will be no right of appeal a decision of the [Board](#art1_1board) to exclude a player.

2.10.7 The [Board's](#art1_1board) proceedings and the statement of reasons for exclusion will be confidential. Save for notification pursuant to Bye Law [2.10.5](#bl_2_10_5) above, the [Board](#art1_1board) must make no statement concerning the player’s exclusion unless the player himself chooses to make public the issue of his exclusion, or to make it a matter of interest to the [Members](#art1_1member) as a whole.]1

1 Amended on 21 June 2014 at the AGM.

**Bye Laws applicable to** **Club Competitions**

3.1 **Tournaments**

3.1.1 Club Competitions shall comprise:

(a) Alexander Cup and Lauder Trophy;

(b) Surrey Trophy (division I), Beaumont Cup (division II), Ellam Trophy (division III), Centenary Trophy (division IV) and Minor Trophy (division V) (collectively known as “the Main League”)

(c) Stoneleigh Trophy and Ellery Williams Memorial Trophy

[(d) Fred Manning Trophy]1.

1 Amended on 22 June 2008 at the AGM.

3.1.2 Applications to play in any of the [Club Competitions](#bl_clubComp) may be made by any [[Member Organisation](#art1_1memOrg)](#art1_1corpMem). …1 Such applications shall be made to the [Controller](#bl_controller) [at least two weeks before]1 the [Annual League Composition Meeting](#art1_1alcm) preceding the season. …1 The relevant meeting shall have the power to accept or reject any application, and in the case of the [Main League](#art1_1mainLeague), to decide in which division each team shall play: however, [unless a specific proposal to do otherwise is approved]1, the top [team]1 in divisions [II-IV]1 will be promoted to the next higher division, and the bottom [team]1 in divisions [I-III]1 will be relegated to the next lower division, [and where two adjacent divisions each comprise at least 7 teams, the second highest and second lowest will also be promoted or relegated respectively]1. Any division of the [Main League](#art1_1mainLeague) may be organised into sections if the [Annual League Composition Meeting](#art1_1alcm) so decides.

1 Amended on 28 June 2009 at the AGM.

3.1.3 The [Club](#bl_club) represented by the winner of the top division shall be the Champion Club of Surrey. The winners of each division shall hold the appropriate trophy for the following season.

3.2 **Eligibility**

3.2.1 A [Club](#bl_club) may be represented in [Club Competitions](#bl_clubComp) only by its members [and for this purpose, a player excluded from a [Club Competition](#bl_clubComp) pursuant to Bye Law [2.10](#bl_2_10) shall be deemed not to be a member]1. A player who represents a [Club](#bl_club) in a [Club Competition](#bl_clubComp) may also represent another [Club](#bl_club) in a different division in the same competition. Where a player elects to play for two [Clubs](#bl_club), both must notify the [Controller](#bl_controller) before the first match played by either.

1 Amended on 21 June 2014 at the AGM.

3.2.2 Any [Club](#bl_club) entering two or more teams in [divisions I – IV of]2 the [Main League](#art1_1mainLeague) shall, before playing its first match, submit to the [Controller](#bl_controller) a list of nominated players for each [such]2 team other than the lowest.

The number of players to be nominated for a team shall be one fewer than the number of players specified in Bye Law [3.3.1](#bl_3_3_1) below for that team. A [Club](#bl_club) may include among its nominated players only those members who will be available to play for the [Club](#bl_club) during the season. Players nominated for a team and any stronger players shall be ineligible to play for any lower team [in divisions I-IV]3. Subject to this, a player may play in any team. [Any nominated players who have failed to appear [for that [Club](#bl_club)]4 in a [[Club Competition](#bl_clubComp)]4 match by [31 January]4 shall be replaced by eligible players who have already played league matches during the season. This procedure shall continue until the [Club](#bl_club) has nominated sufficient players. If a nominated player is transferred in this way to a higher team, the resulting gap in nominations must be filled with another eligible player. Also at [31 January]4, if a new member has joined a [Club](#bl_club) after nominations were submitted, and has already played, this new member may be nominated for the appropriate team, and other nominations amended accordingly. Any games already played by such players will remain valid. Any changes in nominations must be approved by the [Controller](#bl_controller).]1

1 Amended on 16 June 2007 at the AGM.

2 Amended on 22 June 2008 at the AGM.

3 Amended on 28 June 2009 at the AGM.

4 Amended on 13 June 2010 at the AGM.

3.2.3 Only players graded under [145]2 and eligible ungraded players shall be permitted to play in the Minor Trophy. [No player may play for more than one team in the Minor Trophy.]1

[Only players graded under [120]2 and eligible ungraded players may play in the Fred Manning Trophy. No player may play for more than one team in the Fred Manning Trophy.]1

An eligible ungraded player shall be one who can be shown to be currently playing within the stipulated grade or for whom prior consent has been obtained from the [Controller](#bl_controller).

1 Amended on 22 June 2008 at the AGM.

2 Amended on 13 June 2010 at the AGM.

3.2.4 [**Board Order**]2

[(a)]2 In [Club Competitions](#bl_clubComp) team members shall play in descending order of playing strength. A stronger player playing on a lower board than a weaker player (see Bye Law [2.7](#bl_2_7)) shall be ineligible [(subject to [3.2.4(b)](#bl_3_2_4b) below)]2, but this shall not apply in respect of bona fide substitutes added to the team after the commencement of play [or to a player placed lower in a team to win on a default announced before the start of the match]1.

[(b) Where more than one stronger player plays below a weaker player then the number of such stronger players deemed to be ineligible shall not exceed the number of weaker players playing above them. Where necessary, the ineligible players shall be identified starting with the lowest board stronger player and working upwards.]2

1 Amended on 13 June 2010 at the AGM.

2 Amended on 21 June 2014 at the AGM.

3.2.5 [**Ineligible players and defaults**]1

[3.2.5.1 (a)]1 If an ineligible player plays [or defaults]1 in any match against an eligible opponent [who does not default]1, the game shall be recorded as a loss for the ineligible player and a win for the opponent, and one point shall also be deducted from the score of the team which included the ineligible player.

[(b)]1 If two ineligible players [are paired against]1 each other, [whether or not one or both such players default,]1 the game shall be recorded as a loss for both players and each team shall also have one game point deducted from its score in that match.

[(c)If an ineligible player plays or defaults in any match in which his eligible opponent defaults, the game shall be recorded as a loss for both players, but there shall be no further deduction to either team’s score in respect thereof.]1

[3.2.5.2 Where a team incurs default(s) and has a player playing below those default(s), such defaulting player(s) must be identified on the results sheet. If such defaulting player(s) are not identified then it will be deemed that such defaults were by ineligible players.]1

[3.2.5.3 Deductions under [3.2.5.1](#bl_3_2_5_1) above]1 shall not reduce a team’s score in a match to below zero.

1 Amended on 21 June 2014 at the AGM.

3.3 **Team Members**

3.3.1 **Numbers of Boards**

The number of players in each match shall be:

1. ten in the Alexander Cup
2. eight in divisions I and II of the [Main League](#art1_1mainLeague);
3. seven in division III of the [Main League](#art1_1mainLeague);
4. six in the Lauder Trophy and divisions IV and V of the [Main League](#art1_1mainLeague); and
5. four in the [Fred Manning Trophy,]1 Stoneleigh and Ellery Williams Memorial Trophies.

If a team is short of the required number of players for a match, the default(s) shall be on the bottom board(s).

1 Amended on 22 June 2008 at the AGM.

3.3.2 [**Defaults and**]1 **Penalty Points**

[Except in the Alexander Cup and the Lauder Trophy, if a team fails to appear for a match in circumstances where Bye Law [3.4.4](#bl_3_4_4) does not apply, it shall be penalised a half match point for each such failure at the end of the season.]1

In the [Main League](#art1_1mainLeague) only, defaults on boards other than the bottom board(s) shall score penalty points in the same ratio as board count, i.e. 2 points for the penultimate board, 3 points for the next higher board and so on. For each complete 10 penalty points a team will be penalised a half match point at the end of the season. If a player named on the team sheet arrives later than 30 minutes after the start of the match, without previously having been substituted, penalty points shall not be applied. Double defaults will not attract penalty points.

1 Amended on 19 June 2011 at the AGM.

[3.3.3 **Defaults and Financial Compensation**

If a team defaults a match without sufficient notice, the defaulting club shall be liable to reimburse its opponents their reasonable costs incurred wholly, exclusively and necessarily in respect of the match concerned. Any dispute arising in this regard shall be determined by the Board. Liabilities arising under this Bye Law 3.3.3 shall be deemed to be [Membership Fees](#art1_1memFee) due to the Company for the purpose of [Article 7(d)](#art7_d).]1

1 Amended on 19 June 2011 at the AGM.

[3.3.4 **Venue of future match following default**

If a team fails to appear for an away match in circumstances where Bye Law [3.4.4](#bl_3_4_4) does not apply:

* if the default were notified to the home team and to the Controller more than 72 hours before the scheduled start time, the defaulting team shall, at the discretion of the non-defaulting team, play away its next match against the same opponents, even if it is due to play at home;
* in all other cases, the defaulting team shall play away, at the discretion of the non-defaulting team, the next match in which it is due to play at home against the same opponents.

The Controller has discretion to waive these penalties if the default were the result of exceptional circumstances outside the defaulting team’s control.]1

Note: a home match played away pursuant to this Bye Law counts as a home match for the purpose of making any other fixtures.

1 Amended on 30 June 2012 at the AGM.

3.4 **Arrangement of Matches**

3.4.1 Each team in the [Main League](#art1_1mainLeague) and the Stoneleigh and Ellery Williams Memorial Trophies shall play one or two matches (as decided by the Meeting at which entries are accepted) with every other team in the same competition or playing in the same division or preliminary section. These matches for each team in each section or division shall be played between 1 October and 30 April, and shall be distributed approximately evenly over the period. In the case of a competition played in sections, the section winners shall play off as may be directed by the [Controller](#bl_controller).

3.4.2 [The [Controller](#bl_controller) shall provide to all competing [Clubs](#bl_club) by 7 September a fixture list for all matches in [Club Competitions](#bl_clubComp) other than second and subsequent rounds of the Alexander Cup and Lauder Trophy.  For a period of 14 days after the date of circulation, the fixture list is provisional and clubs may seek to rearrange matches by agreement.  Details of any changes shall be provided to the [Controller](#bl_controller) within that period, after which the provisions of Bye Laws [3.4.3](#bl_3_4_3) and [3.4.4](#bl_3_4_4) apply.

If agreement cannot be reached between the respective clubs, matches shall be played as directed by the [Controller](#bl_controller).]1

1 Amended on 28 June 2009 at the AGM for the 2009/10 season only and made permanent on 13 June 2010 at the AGM.

3.4.3 A match may be rearranged by agreement between the two match captains. The new arrangements must be notified to the [Controller](#bl_controller) by 14 days from the original date or 7 days from the rearrangement, whichever is the earlier. Failure to meet this deadline shall render the offending [Club](#bl_club) liable to a fine as determined by the Annual Finance Meeting from time to time.

Note The amount of a fine under Bye Law 3.4.3 is currently £3.00.

3.4.4 A match may be postponed without the agreement of the opposing match captain only because of disruption to public transport (due to strikes, etc.) or bad weather (fog, snow, etc.). Match captains should report immediately to the [Controller](#bl_controller) if a match is postponed for such reasons, and they should rearrange the fixture as quickly as possible.

3.5 **Starting a Match**

3.5.1 At or before the agreed time (which shall not be later than 7.40 pm [in the [Main League](#art1_1mainLeague), [the Fred Manning Trophy, the Alexander Cup and the Lauder Trophy]2, and 8.00pm in the Stoneleigh and Ellery Williams Memorial Trophies]1, but may be earlier by mutual consent), the match captains shall exchange lists of players and shall draw for colour, the winner taking white on the odd-numbered boards and black on the even-numbered. If a team captain or his deputy is not present at the agreed time, then the opposing team captain shall be deemed to have won the toss.

1 Amended on 16 June 2007 at the AGM.

2 Amended on 22 June 2008 at the AGM.

3.5.2 All clocks shall be started at the agreed time. In the event of any delay by the home team in starting a match, the time lost shall be borne on the home team's clocks.

3.5.3 After 30 minutes from the time agreed for the start of a match, a team shall score a win for each player whose proper opponent is still absent, unless another player has previously been substituted.

3.6 **Time Limits and Unfinished Games**

All games must be played to a finish or for at least 2 hours 40 minutes. Clocks must be used. The time limits shall be:

(a) In the [Main League](#art1_1mainLeague) and the Lauder Trophy - one of the following:

1. where an unfinished game is to be adjudicated at the end of the first session: 35 moves in the first 1¼ hours, followed by 7 moves in each subsequent ¼ hour;
2. where an unfinished game is to be adjourned to a second session: 35 moves in the first 1¼ hours, followed by 28 moves in the next hour, then 7 moves in each subsequent ¼ hour;
3. where a quickplay finish is adopted: 30 moves in the first hour, then all the remaining moves in 20 minutes, or such longer time as is available in the agreed playing session. Alternatively, where digital clocks are being used, players may, by mutual agreement, start with 1¼ hours for all moves with the addition of 10 seconds per move.

Games played after 1 May in a season shall be quickplay finish only. For other games, clocks shall be set for the time limit applicable to adjudication, unless and until an alternative finish is adopted. The visiting player shall offer before his first move at least two alternatives of game finish method from adjudication, adjournment or quickplay. The home player shall before his next move select from those offered.

A visiting player failing to make an appropriate offer shall be deemed to have offered all three methods. Should the home player fail to select a game finish method, the visiting player may do so. If neither player specifies a game finish method, the game shall be subject to adjudication. If a player’s opponent is not present at the relevant time, the offer or selection may be made in writing. Players shall inform their respective match captains of the game finish method during the playing session.

In games to be adjourned if unfinished, when time is called, the player having the move shall seal his move and hand it to his opponent to hold until the resumption. [If the opponent does not produce the sealed move at the resumption then he shall lose the game and his opponent shall win, except where the opponent cannot win the game by any series of legal moves, in which case his score shall be a draw.]4 Except in the case of a blind or disabled player whose opponent has not offered adjudication, the visiting player has choice of venue.

The second session of an adjourned game shall be played within 28 days [or such longer time as may be agreed between the opposing [Clubs](#bl_club) and the [Controller](#bl_controller) within 28 days, and will be void if it is not played within that period, unless the players agree instead to an adjudication, or in special circumstances the relevant [Controller](#bl_controller) decides otherwise. Where the game is to be adjudicated, the position shall be taken after the sealed move.]3 If the failure to play within 28 days arises from prevarication by only one of the players then the relevant [Controller](#bl_controller) may award the game to his opponent]. Any player who fails to arrive at the venue of the second session within 30 minutes of the time agreed for play to commence shall lose the game. The second session must be played to a finish or for at least two and a half hours. After the second session unfinished games shall be adjudicated.

(b) In the Stoneleigh Trophy - all moves in ½ hour.

(c) In the Ellery Williams Memorial Trophy - all moves in 1 hour [or the maximum time limit for a rapidplay grade whichever is the lower]2.

(d) In the Alexander Cup - 30 moves in the first hour, then all the remaining moves in 20 minutes, or such longer time as is available in the agreed playing session.

[(e) In the Fred Manning Trophy – all moves in 65 minutes.]1

1 Amended on 22 June 2008 at the AGM.

2 Amended on 13 June 2010 at the AGM.

3 Amended on 30 June 2012 at the AGM.

4 Amended on 21 June 2014 at the AGM.

3.7 **Results and Adjudications**

3.7.1 The full score of the match, marking those games which have been adjourned to a second session and, in default of an agreed result, the position of all other games unfinished when time is called, shall be sent by both [Clubs](#bl_club) to reach the [Controller](#bl_controller) within 14 days of the match [except that a longer time may be agreed between the opposing [Clubs](#bl_club) and the [Controller](#bl_controller) within 14 days only for the submission of adjudication positions]1. For games adjourned to a second session, results and any positions for adjudication shall be submitted to the [Controller](#bl_controller) within 14 days of that second session. Each [Club](#bl_club) shall make a claim (win or draw) in respect of each position sent for adjudication. A player or [Club](#bl_club) may submit brief analysis. For each position, the [Club](#bl_club) the claim of which is not upheld shall pay an adjudication fee, as determined by General Meeting from time to time. Failure to meet these deadlines shall render the offending [Club](#bl_club) liable to a fine as determined by the Annual Finance Meeting from time to time. Claims for a draw in a game with a quickplay finish may be made following the same procedure as for adjudicated games (except that a completed game scoresheet must be submitted when the claim is based on the opponent’s lack of progress).

3.7.2 Any team in the [Main League](#art1_1mainLeague) which submits more than five unsuccessful adjudication claims in a season shall pay a surcharge fee, as determined by The Annual Finance Meeting from time to time in respect of each unsuccessful adjudication claim after the fifth.

3.7.3 A [Club](#bl_club) may appeal against the adjudicator's decision on any position. An appeal must be sent to the [Controller](#bl_controller) within 21 days of the notification of the decision. It must be accompanied by five diagrams of the position in dispute, together with analysis claiming to refute the verdict of the adjudicator. …1 The original adjudicator and the opposing [Club](#bl_club) shall be given 14 days within which to submit analysis. The position, together with all analyses, will then be considered by four additional adjudicators nominated by the [Controller](#bl_controller), and the majority decision shall be final. If the appeal is not upheld, the appellant [Club](#bl_club) shall pay an appeal fee, as determined by the Annual Finance Meeting from time to time.

Notes The amount of the adjudication fee is currently £7.50.

The amount of the appeal fee is currently £15.00.

The amount of a fine under this Bye Law is currently £3.00.

1 Amended on 30 June 2012 at the AGM.

3.8 **Alexander Cup and Lauder Trophy**

3.8.1 The Alexander Cup and the Lauder Trophy shall be played on the knockout principle. The rounds shall be played as directed by the [Controller](#bl_controller). Unless otherwise agreed, the first session of each match other than the final shall be played at the headquarters of the [Club](#bl_club) drawn to play at home. The final shall be played at a venue agreed by the two finalists. If the finalists cannot agree, the [Controller](#bl_controller) will determine the date and venue.

3.8.2 In the Lauder Trophy, the [sum of the grades of all the players in a team shall not exceed [840]2]1, [the grades of ungraded players and defaults being deemed to be the mean of the grades of the other players in the team for this purpose. For each 25 points or part thereof by which the sum of a team’s grades is in excess of this limit, one half game point shall be deducted from that team’s match score and added to its opponent’s, up to a maximum of the game points actually scored by the offending team in the match.]3

1 Amended on 16 June 2007 at the AGM.

2 Amended on 28 June 2009 at the AGM.

3 Amended on 19 June 2011 at the AGM.

3.8.3 If in a match, the scores are level, a decision shall be reached by board count, and if there is still a tie, by cancelling the score from the bottom board upwards one board at a time until a definite result is obtained. If all games are drawn, the team with black on the top board will be declared the winner.

3.9 **League Positions**

3.9.1 The finishing positions for each competition or division in the [Main League](#art1_1mainLeague) and the Stoneleigh and Ellery Williams Memorial Trophies which is not split into sections shall be determined by the number of match points and, if these are equal, by the number of game points. [Failing this, the result of the direct match(es) between the tied teams shall determine which finishes higher.  Where a further tie break is required, board count and bottom board elimination (the aggregate where appropriate) shall apply.]1

1 Amended on 16 June 2007 at the AGM.

3.9.2 For a competition or division which is split into sections, the section positions shall be determined as described above; the competition or division shall then be won by the winners of the final match between the section winners (if that match is drawn then a decision shall be reached by board count, and if there is still a tie, by cancelling the score from the bottom board upwards one board at a time until a definite result is obtained). If all games are drawn, the team with black on the top board will be declared the winner.

3.10 **Stoneleigh and Ellery Williams Memorial Trophies**

Note These are rapidplay events.

3.10.1 No player may play for more than one team in a season in either of these competitions, but this shall not prevent a player from playing in both competitions. …1

1 Amended on 28 June 2009 at the AGM.

3.10.2 In the Stoneleigh Trophy, [there will be two games played for each board in a match, the second game being played with colours reversed. Teams may make any number of substitutions for the second game in a match.]2 The sum of the grades of all the players in a team [for either half of the match]2 shall not exceed [700]1, the grades [for]2 defaults being deemed to be the mean of the grades of the other players in the team for this purpose. For each 25 points or part thereof by which the sum of a team’s grades is in excess of this limit [for either half of the match]2, one half game point shall be deducted from that team’s match score and added to its opponent’s, up to a maximum of the game points actually scored by the offending team in [that half of]2 the match. … 2

[Before the match starts each Team Captain should determine the total grade of their team over 8 boards, the difference between which will then be used to determine the score needed to draw the match in accordance with the table below. [For the purpose of this calculation, if on any individual board the grade differential is more than 50, the grade for the lower graded player shall be deemed to be the opponent’s grade minus 50.]3 Any player without an ECF or Controller approved estimated grade shall be ineligible. If either team exceeds their target score they shall be declared the winners. The grade for defaulters will be the average grade of the non-defaulters in a team (rounded up, if necessary, to a whole number).

|  |  |  |
| --- | --- | --- |
| Total grade difference | Higher graded team target | Lower graded team target |
| 0 - 25 | 4 | 4 |
| 26 - 75 | 4½ | 3½ |
| 76 -125 | 5 | 3 |
| 126 - 175 | 5½ | 2½ |
| 176 - 225 | 6 | 2 |
| 226 - 275 | 6½ | 1½ |
| 276 - 325 | 7 | 1 |
| 326+ | 7½ | ½ |

For the Stoneleigh Trophy game points shall be the amount by which each team exceeds or falls short of its target and not as stated under Bye Law [2.4](#bl_2_4).]2

Notes on the administration of the competition

1) The grade totals must be calculated BEFORE the match starts, i.e. the captains need to decide on the second round team before the first round is played.

2) The finishing positions in the league table shall be decided as described in Bye Law 3.9.1 except that game points are as described above.

3) The online results system will re-calculate the targets. No input on the part of the captains is required.

4) As mentioned above Stoneleigh game points are redefined as the amount by which each team exceeds or falls short of their target.  Examples of how it might work in practice are given below.

     target scores 1 - 7  
       board scores 3 - 5  
       game points  2 - [-2]  
       match points  1 - 0  
or  
       target scores 3 - 5  
       board scores 3 - 5  
       game points   0 - 0  
       match points  ½ - ½

1 Amended on 28 June 2009 at the AGM.

2 Amended on 19 June 2011 at the AGM.

3 Amended on 30 June 2012 at the AGM.

3.10.3 In the Ellery Williams Memorial Trophy, the player on board 1 must not be graded above [160]1 and the other players must not be graded above [140]1. For ungraded players, eligibility shall be decided by the [Controller](#bl_controller), to whom any doubts about eligibility should be referred.

1 Amended on 28 June 2009 at the AGM.

**Bye Laws as to trophies and other prizes**

Trophies and prizes will be maintained for competitions as follows:

4.1 [**Club Competitions**](#bl_clubComp)

(a) Alexander Cup and Lauder Trophy;

(b) Surrey Trophy (division I), Beaumont Cup (division II), Ellam Trophy (division III), Centenary Trophy (division IV) and Minor Trophy (division V);

(c) Stoneleigh Trophy and Ellery Williams Memorial Trophy;

[(d) Fred Manning Trophy]1.

4.2 **Individual tournaments**

(a) Challenge Cup;

(b) Slater-Kennington Cup;

(c) Felce Cup; and

(d) Wernick Cup.

4.3 **Junior individual tournaments**

(a) Michell Memorial Trophy;

(b) Elaine Saunders Cup;

(c) Ann Hopton Trophy;

(d) Kim Williams Trophy; and

(e) Frank Winter Trophy.

4.4 **Other tournaments**

(a) Individual postal championship;

(b) Rodney James Cup; and

(c) Thorp Trophy.

4.5 **Best game prizes**

A prize will be offered annually to [Members](#art1_1member) in each of the following,if games of sufficient merit are submitted:

(a) County Matches;

(b) County Correspondence Matches;

(c) [Club Competitions](#bl_clubComp);

(d) County Individual Competitions;

(e) County Individual Postal Competitions; and

(f) Surrey Congress.

The winner of the overall best game prize will receive the Frank Parr Memorial Prize.

The scores of games (not more than one from each player in each section) must be sent in duplicate to the Administrative Director, to arrive by 31 July.

1 Amended on 22 June 2008 at the AGM.

**[BYE LAWS AS TO ELECTIONS**

5.1 This Bye Law regulates the election of the [Directors](#art1_1director).

5.2 All nominations must be received by the [Secretary](#art1_1sec) not later than 30 days before the [Annual General Meeting](#art1_1agm) for a candidate to be eligible for election.

5.3 Each candidate must be either:

(a) a retiring [Director](#art1_1director) seeking re-election to the same position; or

(b) a nominee of the [Board](#art1_1board); or

(c) a nominee of a [Director](#art1_1director); or

(d) a nominee of two [Members](#art1_1member)

* 1. The names of all candidates duly nominated not later than 30 days before the [Annual General Meeting](#art1_1agm) shall appear on the Agenda, indicating the Directorship for which they are nominated and where applicable the name of their nominees.

5.5 Candidates complying with 5.4 above may supply to the [Secretary](#art1_1sec) an election address not exceeding 500 words in length, which the Company shall at its own expense without any amendment (save in respect of material judged by the [Secretary](#art1_1sec) to be defamatory) circulate with the Agenda.

5.6 The candidate receiving the greatest number of votes shall be declared elected, unless votes for “none of the candidates” exceed that number, in which case the Chairman shall declare that “this Directorship remains vacant” and the matter shall be referred to the [Board](#art1_1board) pursuant to Article [40](#art40).

5.7 In the case of the election of [Non-Executive Directors](#art31_2_ned), the two candidates receiving the greatest number of votes shall be declared elected, unless votes for “none of the candidates” exceed the votes for the highest placed candidate, in which case the Chairman shall declare that “both these Directorships remains vacant” and the matter shall be referred to the [Board](#art1_1board) pursuant to Article [40](#art40).

5.8 If two or more candidates have the same number of votes, and such number is not exceeded by the number of votes for “none of the candidates”, then the Chairman of the meeting shall – and may not decline to – exercise a casting vote.]1

1 Amended on 22 June 2008 at the AGM.

2 **Requirements with respect to memorandum**

(1) The memorandum of every company must state—

(a) the name of the company;

(b) whether the registered office of the company is to be situated in England and Wales, or in Scotland;

(c) the objects of the company.

(2) Alternatively to subsection (1)(b), the memorandum may contain a statement that the company's registered office is to be situated in Wales; and a company whose registered office is situated in Wales may by special resolution alter its memorandum so as to provide that its registered office is to be so situated.

(3) The memorandum of a company limited by shares or by guarantee must also state that the liability of its members is limited.

(4) The memorandum of a company limited by guarantee must also state that each member undertakes to contribute to the assets of the company 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 debts and liabilities of the company contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for adjustment of the rights of the contributories among themselves, such amount as may be required, not exceeding a specified amount.

(5) In the case of a company having a share capital—

(a) the memorandum must also (unless it is an unlimited company) state the amount of the share capital with which the company proposes to be registered and the division of the share capital into shares of a fixed amount;

(b) no subscriber of the memorandum may take less than one share; and

(c) there must be shown in the memorandum against the name of each subscriber the number of shares he takes.

(6) [Subject to subsection (6A), the memorandum] must be signed by each subscriber in the presence of at least one witness, who must attest the signature...

[(6A) Where the memorandum is delivered to the registrar otherwise than in legible form and is authenticated by each subscriber in such manner as is directed by the registrar, the requirements in subsection (6) for signature in the presence of at least one witness and for attestation of the signature do not apply.]

(7) A company may not alter the conditions contained in its memorandum except in the cases, in the mode and to the extent, for which express provision is made by this Act.

**[4 Resolution to alter objects]**

[(1) A company may by [special resolution](#CA1985spec_res) alter its memorandum with respect to the statement of the company's objects.

(2) If an application is made under the following section, an alteration does not have effect except in so far as it is confirmed by the court.]

**9 Alteration of articles by special resolution**

(1) Subject to the provisions of this Act and to the conditions contained in its memorandum, a company may by [special resolution](#CA1985spec_res) alter its articles.

(2) Alterations so made in the articles are (subject to this Act) as valid as if originally contained in them, and are subject in like manner to alteration by special resolution.

**13 Effect of registration**

(1) On the registration of a company's memorandum, the registrar of companies shall give a certificate that the company is incorporated and, in the case of a limited company, that it is limited.

(2) The certificate may be signed by the registrar, or authenticated by his official seal.

(3) From the date of incorporation mentioned in the certificate, the subscribers of the memorandum, together with such other persons as may from time to time become members of the company, shall be a body corporate by the name contained in the memorandum.

(4) That body corporate is then capable forthwith of exercising all the functions of an incorporated company, but with such liability on the part of its members to contribute to its assets in the event of its being wound up as is provided by this Act [and the Insolvency Act].This is subject, in the case of a public company, to section 117 (additional certificate as to amount of allotted share capital).

(5) The persons named in the statement under section 10 as directors, secretary or joint secretaries are, on the company's incorporation, deemed to have been respectively appointed as its first directors, secretary or joint secretaries.

(6) Where the registrar registers an association's memorandum which states that the association is to be a public company, the certificate of incorporation shall contain a statement that the company is a public company.

(7) A certificate of incorporation given in respect of an association is conclusive evidence—

(a) that the requirements of this Act in respect of registration and of matters precedent and incidental to it have been complied with, and that the association is a company authorised to be registered, and is duly registered, under this Act, and

(b) if the certificate contains a statement that the company is a public company, that the company is such a company.

**15 Memorandum and articles of company limited by guarantee**

(1) In the case of a company limited by guarantee and not having a share capital, every provision in the memorandum or articles, or in any resolution of the company purporting to give any person a right to participate in the divisible profits of the company otherwise than as a member, is void.

(2) For purposes of provisions of this Act relating to the memorandum of a company limited by guarantee, and for those of section 1(4) and this section, every provision in the memorandum or articles, or in any resolution, of a company so limited purporting to divide the company's undertaking into shares or interests is to be treated as a provision for a share capital, notwithstanding that the nominal amount or number of the shares or interests is not specified by the provision.

**17 Conditions in memorandum which could have been in articles**

(1) A condition contained in a company's memorandum which could lawfully have been contained in articles of association instead of in the memorandum may be altered by the company by [special resolution](#CA1985spec_res); but if an application is made to the court for the alteration to be cancelled, the alteration does not have effect except in so far as it is confirmed by the court.

(2)     This section—

(a) is subject to section 16, and also to Part XVII (court order protecting minority), and

(b) does not apply where the memorandum itself provides for or prohibits the alteration of all or any of the conditions above referred to, and does not authorise any variation or abrogation of the special rights of any class of members.

(3) Section 5 (except subsections (2)(b) and (8)) and section 6(1) to (3) apply in relation to any alteration and to any application made under this section as they apply in relation to alterations and applications under sections 4 to 6.

**30 Exemption from requirement of “limited” as part of the name**

(1) Certain companies are exempt from requirements of this Act relating to the use of “limited” as part of the company name.

(2) A private company limited by guarantee is exempt from those requirements, and so too is a company which on 25th February 1982 was a private company limited by shares with a name which, by virtue of a licence under section 19 of the Companies Act 1948, did not include “limited”; but in either case the company must, to have the exemption, comply with the requirements of the following subsection.

(3) Those requirements are that—

(a) the objects of the company are (or, in the case of a company about to be registered, are to be) the promotion of commerce, art, science, education, religion, charity or any profession, and anything incidental or conducive to any of those objects; and

(b) the company's memorandum or articles—

(i) require its profits (if any) or other income to be applied in promoting its objects,

(ii) prohibit the payment of dividends to its members, and

(iii) require all the assets which would otherwise be available to its members generally to be transferred on its winding up either to another body with objects similar to its own or to another body the objects of which are the promotion of charity and anything incidental or conducive thereto (whether or not the body is a member of the company).

(4) [Subject to subsection (5A), a statutory declaration] that a company complies with the requirements of subsection (3) may be delivered to the registrar of companies, who may accept the declaration as sufficient evidence of the matters stated in it. . . .

(5) The statutory declaration must be in the prescribed form and be made—

(a) in the case of a company to be formed, by a solicitor engaged in its formation or by a person named as director or secretary in the statement delivered under section 10(2);

(b) in the case of a company to be registered in pursuance of section 680, by two or more directors or other principal officers of the company; and

(c) in the case of a company proposing to change its name so that it ceases to have the word “limited” as part of its name, by a director or secretary of the company.

[(5A) In place of the statutory declaration referred to in subsection (4), there may be delivered to the registrar of companies using electronic communications a statement made by a person falling within the applicable paragraph of subsection (5) stating that the company complies with the requirements of subsection (3); and the registrar may accept such a statement as sufficient evidence of the matters stated in it.

(5B) The registrar may refuse to register a company by a name which does not include the word “limited” unless a statutory declaration under subsection (4) or statement under subsection (5A) has been delivered to him.

(5C) Any person who makes a false statement under subsection (5A) which he knows to be false or does not believe to be true is liable to imprisonment or a fine, or both.]

(6) References in this section to the word “limited” include (in an appropriate case) its Welsh equivalent (“cyfyngedig”), and the appropriate alternative (“ltd.” or “cyf.”, as the case may be).

(7) A company which [under this section] is exempt from requirements relating to the use of “limited” and does not include that word as part of its name, is also exempt from the requirements of this Act relating to the publication of its name and the sending of lists of members to the registrar of companies.

**[****249A Exemptions from audit]**

[(1) Subject to section [249B](#CA1985s249b), a company which meets the total exemption conditions set out below in respect of a financial year is exempt from the provisions of this Part relating to the audit of accounts in respect of that year.

(2) Subject to section [249B](#CA1985s249b), [a company which is a charity and] which meets the report conditions set out below in respect of a financial year is exempt from the provisions of this Part relating to the audit of accounts in respect of that year if the directors cause a report in respect of the company's individual accounts for that year to be prepared in accordance with section 249C and made to the company's members.

(3) The total exemption conditions are met by a company in respect of a financial year if—

(a) it qualifies as a small company in relation to that year for the purposes of section 246,

(b) its turnover in that year is not more than [£5.6 million], and

(c) its balance sheet total for that year is not more than [£2.8 million].

[(3A) In relation to any company which is a charity, subsection (3)(b) shall have effect with the substitution—

(a) for the reference to turnover of a reference to gross income, and

(b) for the reference to [£5.6 million] of a reference to £90,000.]

(4) The report conditions are met by [a company which is a charity] in respect of a financial year if—

(a) it qualifies as a small company in relation to that year for the purposes of section 246,

(b) its [gross income] in that year is more than £90,000 but not more than [£250,000], and

(c) its balance sheet total for that year is not more than £1.4 million.

(5) . . .

(6) For a period which is a company's financial year but not in fact a year the maximum figures for turnover or gross income shall be proportionately adjusted.

[(6A) A company is entitled to the exemption conferred by subsection (1) or (2) notwithstanding that it falls within paragraph (a) or (b) of [section [249AA](#CA1985s249aa)(1)].]

(7) In this section—

“balance sheet total” has the meaning given by section 247(5), and

“gross income” means the company's income from all sources, as shown in the company's income and expenditure account.]

**[249AA Dormant companies]**

[(1) Subject to section [249B](#CA1985s249b)(2) to (5), a company is exempt from the provisions of this Part relating to the audit of accounts in respect of a financial year if—

(a) it has been dormant since its formation, or

(b) it has been dormant since the end of the previous financial year and subsection (2) applies.

(2) This subsection applies if the company—

(a) is entitled in respect of its individual accounts for the financial year in question to prepare accounts in accordance with section 246, or would be so entitled but for the application of section 247A(1)(a)(i) or (b), and

(b) is not required to prepare group accounts for that year.

(3) Subsection (1) does not apply if at any time in the financial year in question the company was—

[(a) a person who has permission under Part 4 of the [Financial Services and Markets Act 2000](http://www.lexisnexis.com/uk/legal/search/runRemoteLink.do?service=citation&langcountry=GB&risb=21_T494720912&A=0.4234766843197989&linkInfo=GB%23UK_ACTS%23num%252000_8a_Title%25&bct=A) to carry on [a regulated activity]; or

(b) a person who carries on insurance market activity].

(4) A company is “dormant” during any period in which it has no significant accounting transaction.

(5) “Significant accounting transaction” means a transaction which—

(a) is required by section 221 to be entered in the company's accounting records; but

(b) is not a transaction to which subsection (6) or (7) applies.

(6) This subsection applies to a transaction arising from the taking of shares in the company by a subscriber to the memorandum as a result of an undertaking of his in the memorandum.

(7) This subsection applies to a transaction consisting of the payment of—

(a) a fee to the registrar on a change of name under section 28 (change of name),

(b) a fee to the registrar on the re-registration of a company under Part II (re-registration as a means of altering a company's status),

(c) a penalty under section 242A (penalty for failure to deliver accounts), or

(d) a fee to the registrar for the registration of an annual return under Chapter III of Part XI.]

**[249B Cases where exemptions not available]**

[(1) [Subject to [subsection (1A) to (1C)],] a company is not entitled to the exemption conferred by subsection (1) or (2) of section [249A](#CA1985s249a) in respect of a financial year if at any time within that year—

(a) it was a public company,

[(b) it was a person who had permission under Part 4 of the [Financial Services and Markets Act 2000](http://www.lexisnexis.com/uk/legal/search/runRemoteLink.do?service=citation&langcountry=GB&risb=21_T482000337&A=0.11421490765937636&linkInfo=GB%23UK_ACTS%23num%252000_8a_Title%25&bct=A) to carry on a regulated activity,]

[(bb) it carried on an insurance market activity,]

(c) . . .

[(d) it was an appointed representative, within the meaning of [section 39](http://www.lexisnexis.com/uk/legal/search/runRemoteLink.do?service=citation&langcountry=GB&risb=21_T482000337&A=0.9002322839884583&linkInfo=GB%23UK_ACTS%23num%252000_8a%25section%2539%25sect%2539%25&bct=A) of the Financial Services and Markets Act 2000 [(other than an appointed representative whose scope of appointment is limited to activities that are not regulated activities for the purposes of this Part: see section 262)],]

(e) it was a special register body as defined in [section 117(1)](http://www.lexisnexis.com/uk/legal/search/runRemoteLink.do?service=citation&langcountry=GB&risb=21_T482000337&A=0.10547038186911906&linkInfo=GB%23UK_ACTS%23num%251992_52a%25section%25117%25sect%25117%25&bct=A) of the Trade Union and Labour Relations (Consolidation) Act 1992 or an employers' association as defined in section 122 of that Act, or

(f) it was a parent company or a subsidiary undertaking.

[(1A) A company which, apart from this subsection, would fall within subsection (1)(f) by virtue of its being a subsidiary undertaking for any period within a financial year shall not be treated as so falling if it is dormant (within the meaning of [section [249AA](#CA1985s249aa)]) throughout that period.]

[(1B) A company which, apart from this subsection, would fall within subsection (1)(f) by virtue of its being a parent company or a subsidiary undertaking for any period within a financial year, shall not be treated as so falling if throughout that period it was a member of a group meeting the conditions set out in subsection (1C).

(1C) The conditions referred to in subsection (1B) are—

(a) that the group qualifies as a small group, in relation to the financial year within which the period falls, for the purposes of section 249 [(or if all bodies corporate in such group were companies, would so qualify)] and is not, and was not at any time within that year, an ineligible group within the meaning of section 248(2),

(b) that the group's aggregate turnover in that year (calculated in accordance with section 249) is[, where the company referred to in subsection (1B) is a charity,] not more than £350,000 net (or £420,000 gross) [or, where the company so referred to is not a charity, [not more than £5.6 million net (or £6.72 million gross)]], and

(c) that the group's aggregate balance sheet total for that year (calculated in accordance with section 249) is [not more than £2.8 million net (or £3.36 million gross)].]

(2) Any member or members holding not less in the aggregate than 10 per cent in nominal value of the company's issued share capital or any class of it or, if the company does not have a share capital, not less than 10 per cent in number of the members of the company, may, by notice in writing deposited at the registered office of the company during a financial year but not later than one month before the end of that year, require the company to obtain an audit of its accounts for that year.

(3) Where a notice has been deposited under subsection (2), the company is not entitled to the exemption conferred by subsection (1) or (2) of section [249A](#CA1985s249a) [or by subsection (1) of section [249AA](#CA1985s249aa)] in respect of the financial year to which the notice relates.

(4) A company is not entitled to the exemption conferred by subsection (1) or (2) of section [249A](#CA1985s249a) [or by subsection (1) of section [249AA](#CA1985s249aa)] unless its balance sheet contains a statement by the directors—

(a) [to the effect] that for the year in question the company was entitled to exemption under subsection (1) or (2) . . . of section [249A](#CA1985s249a) [or subsection (1) of section [249AA](#CA1985s249aa)],

[(b) to the effect that members have not required the company to obtain an audit of its accounts for the year in question in accordance with subsection (2) of this section], and

(c) [to the effect] that the directors acknowledge their responsibilities for—

(i) ensuring that the company keeps accounting records which comply with section 221, and

(ii) preparing accounts which give a true and fair view of the state of affairs of the company as at the end of the financial year and of its profit or loss for the financial year in accordance with the requirements of section 226, and which otherwise comply with the requirements of this Act relating to accounts, so far as applicable to the company.

(5) The statement required by subsection (4) shall appear in the balance sheet [above the signature required by section 233].]

**303 Resolution to remove director**

(1) A company may by ordinary resolution remove a director before the expiration of his period of office, notwithstanding anything in its articles or in any agreement between it and him.

(2) [[Special notice](#CA1985spec_not)](#CA1985spec_not) is required of a resolution to remove a director under this section or to appoint somebody instead of a director so removed at the meeting at which he is removed.

(3) A vacancy created by the removal of a director under this section, if not filled at the meeting at which he is removed, may be filled as a casual vacancy.

(4) A person appointed director in place of a person removed under this section is treated, for the purpose of determining the time at which he or any other director is to retire, as if he had become director on the day on which the person in whose place he is appointed was last appointed a director.

(5) This section is not to be taken as depriving a person removed under it of compensation or damages payable to him in respect of the termination of his appointment as director or of any appointment terminating with that as director, or as derogating from any power to remove a director which may exist apart from this section.

**310 Provisions [protecting] auditors from liability**

(1) This section applies to any provision, whether contained in a company's articles or in any contract with the company or otherwise, for exempting ... any person (whether an officer or not) employed by the company as auditor from, or indemnifying him against, any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the company.

(2) Except as provided by the following subsection, any such provision is void.

[(3) This section does not prevent a company—

(a) from purchasing and maintaining for any such ... auditor insurance against any such liability, or

(b) from indemnifying any such ... auditor against any liability incurred by him—

(i) in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted, or

(ii) in connection with any application under ... section [727](#CA1985s727) (general power to grant relief in case of honest and reasonable conduct) in which relief is granted to him by the court.]

**317 Directors to disclose interest in contracts**

(1) It is the duty of a director of a company who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company to declare the nature of his interest at a meeting of the directors of the company.

(2) In the case of a proposed contract, the declaration shall be made—

(a) at the meeting of the directors at which the question of entering into the contract is first taken into consideration; or

(b) if the director was not at the date of that meeting interested in the proposed contract, at the next meeting of the directors held after he became so interested;

and, in a case where the director becomes interested in a contract after it is made, the declaration shall be made at the first meeting of the directors held after he becomes so interested.

(3) For purposes of this section, a general notice given to the directors of a company by a director to the effect that—

(a) he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with that company or firm; or

(b) he is to be regarded as interested in any contract which may after the date of the notice be made with a specified person who is connected with him (within the meaning of section 346 below),

is deemed a sufficient declaration of interest in relation to any such contract.

(4) However, no such notice is of effect unless either it is given at a meeting of the directors or the director takes reasonable steps to secure that it is brought up and read at the next meeting of the directors after it is given.

(5) A reference in this section to a contract includes any transaction or arrangement (whether or not constituting a contract) made or entered into on or after 22nd December 1980.

(6) For purposes of this section, a transaction or arrangement of a kind described in section 330 (prohibition of loans, quasi-loans etc to directors) made by a company for a director of the company or a person connected with such a director is treated (if it would not otherwise be so treated, and whether or not it is prohibited by that section) as a transaction or arrangement in which that director is interested.

(7) A director who fails to comply with this section is liable to a fine.

(8) This section applies to a shadow director as it applies to a director, except that a shadow director shall declare his interest, not at a meeting of the directors, but by a notice in writing to the directors which is either—

(a) a specific notice given before the date of the meeting at which, if he had been a director, the declaration would be required by subsection (2) to be made; or

(b) a notice which under subsection (3) falls to be treated as a sufficient declaration of that interest (or would fall to be so treated apart from subsection (4)).

(9) Nothing in this section prejudices the operation of any rule of law restricting directors of a company from having an interest in contracts with the company.

**351 Particulars in correspondence etc**

(1) Every company shall have the following particulars mentioned in legible characters in all business letters and order forms of the company, that is to say—

(a) the company's place of registration and the number with which it is registered,

(b) the address of its registered office,

(c) in the case of an investment company (as defined in section 266), the fact that it is such a company, and

(d) in the case of a limited company exempt from the obligation to use the word “limited” as part of its name [under section [30](#CA1985s30) or a community interest company which is not a public company], the fact that it is a limited company.

(2) If in the case of a company having a share capital there is on the stationery used for any such letters, or on the company's order forms, a reference to the amount of share capital, the reference must be to paid-up share capital.

(3), (4)     . . .

(5) As to contraventions of this section, the following applies—

(a) if a company fails to comply with subsection (1) or (2), it is liable to a fine,

(b) if an officer of a company or a person on its behalf issues or authorises the issue of any business letter or order form not complying with those subsections, he is liable to a fine, . . .

(c) . . .

**368 Extraordinary general meeting on members' requisition**

(1) The directors of a company shall, on a members' requisition, forthwith proceed duly to convene an extraordinary general meeting of the company.

This applies notwithstanding anything in the company's articles.

(2) A members' requisition is a requisition of—

(a) members of the company holding at the date of the deposit of the requisition not less than one-tenth of such of the paid-up capital of the company as at that date carries the right of voting at general meetings of the company; or

(b) in the case of a company not having a share capital, members of it representing not less than one-tenth of the total voting rights of all the members having at the date of deposit of the requisition a right to vote at general meetings.

[(2A) For the purposes of subsection (2)(a) any of the company's paid up capital held as treasury shares must be disregarded.]

(3) The requisition must state the objects of the meeting, and must be signed by the requisitionists and deposited at the registered office of the company, and may consist of several documents in like form each signed by one or more requisitionists.

(4) If the directors do not within 21 days from the date of the deposit of the requisition proceed duly to convene a meeting, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months from that date.

(5) A meeting convened under this section by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by directors.

(6) Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors duly to convene a meeting shall be repaid to the requisitionists by the company, and any sum so repaid shall be retained by the company out of any sums due or to become due from the company by way of fees or other remuneration in respect of their services to such of the directors as were in default.

(7) In the case of a meeting at which a resolution is to be proposed as a [special resolution](#CA1985spec_res), the directors are deemed not to have duly convened the meeting if they do not give the notice required for [special resolutions](#CA1985spec_res) by section [378(2)](#CA1985s378_2).

[(8) The directors are deemed not to have duly convened a meeting if they convene a meeting for a date more than 28 days after the date of the notice convening the meeting.]

**369 Length of notice for calling meetings**

(1) A provision of a company's articles is void in so far as it provides for the calling of a meeting of the company (other than an adjourned meeting) by a shorter notice than—

(a) in the case of the annual general meeting, 21 days' notice in writing; and

(b) in the case of a meeting other than an annual general meeting or a meeting for the passing of a [special resolution](#CA1985spec_res)—

(i) 7 days' notice in writing in the case of an unlimited company, and

(ii) otherwise, 14 days' notice in writing.

(2) Save in so far as the articles of a company make other provision in that behalf (not being a provision avoided by subsection (1)), a meeting of the company (other than an adjourned meeting) may be called—

(a) in the case of the annual general meeting, by 21 days' notice in writing; and

(b) in the case of a meeting other than an annual general meeting or a meeting for the passing of a [special resolution](#CA1985spec_res)—

(i) by 7 days' notice in writing in the case of an unlimited company, and

(ii) otherwise, 14 days' notice in writing.

(3) Notwithstanding that a meeting is called by shorter notice than that specified in subsection (2) or in the company's articles (as the case may be), it is deemed to have been duly called if it is so agreed—

(a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote at it; and

(b) otherwise, by the requisite majority.

(4) The requisite majority for this purpose is a majority in number of the members having a right to attend and vote at the meeting, being a majority—

(a) together holding not less than 95 per cent in nominal value of the shares giving a right to attend and vote at the meeting [(excluding any shares in the company held as treasury shares)]; or

(b) in the case of a company not having a share capital, together representing not less than 95 per cent of the total voting rights at that meeting of all the members.

[A private company may elect (by elective resolution in accordance with section 379A) that the above provisions shall have effect in relation to the company as if for the references to 95 per cent there were substituted references to such lesser percentage, but not less than 90 per cent, as may be specified in the resolution or subsequently determined by the company in general meeting.]

[(4A) For the purposes of this section the cases in which notice in writing of a meeting is to be taken as given to a person include any case in which notice of the meeting is sent using [electronic communications](#ECA2000s15ec) to such address as may for the time being be notified by that person to the company for that purpose.

(4B) For the purposes of this section a notice in writing of a meeting is also to be treated as given to a person where—

(a) the company and that person have agreed that notices of meetings required to be given to that person may instead be accessed by him on a web site;

(b) the meeting is a meeting to which that agreement applies;

(c) that person is notified, in a manner for the time being agreed between him and the company for the purpose, of—

(i) the publication of the notice on a web site;

(ii) the address of that web site; and

(iii) the place on that web site where the notice may be accessed, and how it may be accessed; and

(d) the notice continues to be published on that web site throughout the period beginning with the giving of that notification and ending with the conclusion of the meeting;

and for the purposes of this section a notice treated in accordance with this subsection as given to any person is to be treated as so given at the time of the notification mentioned in paragraph (c).

(4C)     A notification given for the purposes of subsection (4B)(c) must—

(a) state that it concerns a notice of a company meeting served in accordance with this Act,

(b) specify the place, date and time of the meeting, and

(c) state whether the meeting is to be an annual or extraordinary general meeting.

(4D) Nothing in subsection (4B) shall invalidate the proceedings of a meeting where—

(a) any notice that is required to be published as mentioned in paragraph (d) of that subsection is published for a part, but not all, of the period mentioned in that paragraph; and

(b) the failure to publish that notice throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the company to prevent or avoid.

(4E) A company may, notwithstanding any provision to the contrary in a company's articles, take advantage of any of subsections (4A) to (4D).

(4F) In so far as the articles of the company do not provide for notices and notifications to be served using [electronic communications](#ECA2000s15ec), the provisions of Table A (as for the time being in force) as to such service shall apply.

(4G) In this section, “address” includes any number or address used for the purposes of [electronic communications](#ECA2000s15ec).]

**378 Extraordinary and special resolutions**

(1) A resolution is an extraordinary resolution when it has been passed by a majority of not less than three-fourths of such members as (being entitled to do so) vote in person or, where proxies are allowed, by proxy, at a general meeting of which notice specifying the intention to propose the resolution as an extraordinary resolution has been duly given.

(2) A resolution is a special resolution when it has been passed by such a majority as is required for the passing of an [extraordinary resolution](#CA1985ex_res) and at a general meeting of which not less than 21 days' notice, specifying the intention to propose the resolution as a special resolution, has been duly given.

(3) If it is so agreed by a majority in number of the members having the right to attend and vote at such a meeting, being a majority—

(a) together holding not less than 95 per cent in nominal value of the shares giving that right [(excluding any shares in the company held as treasury shares)]; or

(b) in the case of a company not having a share capital, together representing not less than 95 per cent of the total voting rights at that meeting of all the members,

a resolution may be proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given. [A private company may elect (by elective resolution in accordance with section 379A) that the above provisions shall have effect in relation to the company as if for the references to 95 per cent there were substituted references to such lesser percentage, but not less than 90 per cent, as may be specified in the resolution or subsequently determined by the company in general meeting.]

(4) At any meeting at which an extraordinary resolution or a special resolution is submitted to be passed, a declaration by the chairman that the resolution is carried is, unless a poll is demanded, conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(5) In computing the majority on a poll demanded on the question that an extraordinary resolution or a special resolution be passed, reference is to be had to the number of votes cast for and against the resolution.

(6) For purposes of this section, notice of a meeting is deemed duly given, and the meeting duly held, when the notice is given and the meeting held in the manner provided by this Act or the company's articles.

**379 Resolution requiring special notice**

(1) Where by any provision of this Act special notice is required of a resolution, the resolution is not effective unless notice of the intention to move it has been given to the company at least 28 days before the meeting at which it is moved.

(2) The company shall give its members notice of any such resolution at the same time and in the same manner as it gives notice of the meeting or, if that is not practicable, shall give them notice either by advertisement in a newspaper having an appropriate circulation or in any other mode allowed by the company's articles, at least 21 days before the meeting.

(3) If, after notice of the intention to move such a resolution has been given to the company, a meeting is called for a date 28 days or less after the notice has been given, the notice is deemed properly given, though not given within the time required.

**727 Power of court to grant relief in certain cases**

(1) If in any proceedings for negligence, default, breach of duty or breach of trust against an officer of a company or a person employed by a company as auditor (whether he is or is not an officer of the company) it appears to the court hearing the case that that officer or person is or may be liable in respect of the negligence, default, breach of duty or breach of trust, but that he has acted honestly and reasonably, and that having regard to all the circumstances of the case (including those connected with his appointment) he ought fairly to be excused for the negligence, default, breach of duty or breach of trust, that court may relieve him, either wholly or partly, from his liability on such terms as it thinks fit.

(2)     If any such officer or person as above-mentioned has reason to apprehend that any claim will or might be made against him in respect of any negligence, default, breach of duty or breach of trust, he may apply to the court for relief; and the court on the application has the same power to relieve him as under this section it would have had if it had been a court before which proceedings against that person for negligence, default, breach of duty or breach of trust had been brought.

(3)     Where a case to which subsection (1) applies is being tried by a judge with a jury, the judge, after hearing the evidence, may, if he is satisfied that the defendant or defender ought in pursuance of that subsection to be relieved either in whole or in part from the liability sought to be enforced against him, withdraw the case in whole or in part from the jury and forthwith direct judgment to be entered for the defendant or defender on such terms as to costs or otherwise as the judge may think proper.

**15 General interpretation**

(1) In this Act, except in so far as the context otherwise requires—

“document” includes a map, plan, design, drawing, picture or other image;

“communication” includes a communication comprising sounds or images or both and a communication effecting a payment;

“electronic communication” means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa)—

(a) by means of [an electronic communications network]; or

(b) by other means but while in an electronic form;

“enactment” includes—

(a) an enactment passed after the passing of this Act,

(b) an enactment comprised in an Act of the Scottish Parliament, and

(c) an enactment contained in Northern Ireland legislation,

but does not include an enactment contained in Part I or II of this Act;

“modification” includes any alteration, addition or omission, and cognate expressions shall be construed accordingly;

“record” includes an electronic record; and

“subordinate legislation” means—

(a) any subordinate legislation (within the meaning of the [Interpretation Act 1978](http://www.lexisnexis.com/uk/legal/search/runRemoteLink.do?service=citation&langcountry=GB&risb=21_T455849718&A=0.2765931761174928&linkInfo=GB%23UK_ACTS%23num%251978_30a_Title%25&bct=A));

(b) any instrument made under an Act of the Scottish Parliament; or

(c) any statutory rules (within the meaning of the Statutory Rules (Northern Ireland) Order 1979).

(2) In this Act—

(a) references to the authenticity of any communication or data are references to any one or more of the following—

(i) whether the communication or data comes from a particular person or other source;

(ii) whether it is accurately timed and dated;

(iii) whether it is intended to have legal effect; and

(b) references to the integrity of any communication or data are references to whether there has been any tampering with or other modification of the communication or data.

(3) References in this Act to something's being put into an intelligible form include references to its being restored to the condition in which it was before any encryption or similar process was applied to it.