

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 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) 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

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its members to an extent at least as great as is imposed on the Company under or by virtue of Clause 5 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 are determined in accordance with Article 12.
"the Annual General Meeting"	means the Annual General Meeting to be held each year in accordance with Article 9.1.
"the Annual League Composition Meeting"	means the General Meeting of the Company at which the composition of the Main League competition is determined in accordance with Article 13.
"the Board"	means the Board of Directors of the Company, acting collectively.
"the Bye Laws"	means Bye Laws made by the Company in General Meeting pursuant to Article 63.
"Club Member"	means a Member of the division referred to in Article 4(3).
"Director"	means a Director of the Company.
"electronic communication"	has the meaning given to it in the Electronic Communications Act 2000 .
"Full Member"	means a Member of the division referred to in Article 4.2.
"Main League"	means the annual league organised by the Company for competition between Member Organisations defined in Bye Law 3.1.1(b).
"Individual Member"	means a Member of the class referred to in Article 3(2).
"Member"	means member of the Company, and "membership" shall be construed accordingly.
"Membership Fees"	means the fees payable respectively by Members pursuant to Article 8.1.
"Member Organisation"	means a Member of the class referred to in Article 3(1) and the division referred to in Article 4.1.
"Representative Member"	means an individual nominated to act on behalf of a Member Organisation pursuant to Article 3(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. [In this context, where a notice in writing or a written consent is required to be signed in accordance with Articles 3 or

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28, this requirement will be met if the notice or consent is sent by e-mail from the person required to sign it, provided that the Board is satisfied as to the authenticity of that e-mail.]¹

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

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

¹ Amended on 28 June 2020 at the AGM.

OBJECTS

[2.1]¹ The Company is established for the objects expressed in the Memorandum of Association.

[2.2 Furthermore, the Company will not discriminate against any individual on the basis of any factor not relevant to its activities.]¹

¹ Amended on 25 June 2017 at the AGM.

MEMBERS

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

(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](#) and [Club Members](#).

Every [Member](#) 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](#) 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](#), who do not in that capacity pay subscriptions to the Company.

A [Member](#) 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](#) is entitled to nominate from its own membership the number of [Representative Members](#) equal to one plus the number of teams accepted from that [Member Organisation](#) in the [Main League](#) of the Company's [Club Competitions](#) at the preceding [Annual League Composition Meeting](#), each of whom shall be entitled to one vote at all General Meetings of the Company in accordance with Article [25](#) [, but if any of its teams shall withdraw from the [Main League](#), 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](#) to the [Secretary](#), [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](#) and [Club Members](#) are entitled to attend all General Meetings and to speak thereat, but subject to Article [27](#), shall not be entitled to a vote at the same unless they are [Representative Members](#). [Individual Members](#) shall also be entitled to play in the Company's Individual competitions.

¹ Amended on 25 June 2017 at the AGM.

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- 6.1 Except as provided by Articles 6.2, 6.3 and 6.4 below, a **Member** may be admitted to **membership** only by the **Board** on receipt of written application, and only after having deposited at the registered office of the Company a written undertaking pursuant to Clause 7 of the Memorandum.
- 6.2 Every club affiliated to the **SCCA**, a **Representative Member** of which, by 30 June 2007 or such later date as may be specified by the **Board**, so applies shall be admitted as a **Member Organisation** on the basis that any affiliation or competition entry fees paid to the **SCCA** shall be deemed to be **Membership Fees** paid to the Company.
- 6.3 Every Full Member of the **SCCA** who, by 30 June 2007 or such later date as may be specified by the **Board**, deposits at the registered office of the Company a written undertaking pursuant to Clause 7 of the Memorandum shall become a **Full Member** on the basis that any membership fees paid to the **SCCA** (whether before or after the date of such deposit) shall be deemed to be **Membership Fees** paid to the Company.
- 6.4 Every member of a **Member Organisation** who, by 30 June 2007 or such later date as may be specified by the **Board**, deposits at the registered office of the Company a written undertaking pursuant to Clause 7 of the Memorandum shall become a **Club Member**.
- 6.5 **Member Organisations** shall submit a current list of their members to the **Secretary** as he may from time to time require.
- 7 A **Member** shall cease to be a **Member**:
- (a) if the **Member** resigns by giving notice to the Company; or
 - (b) for an **Individual Member**, upon his death; or
 - (c) for a **Member Organisation**, upon its dissolution; or
 - (d) if any **Membership Fee** due to the Company remains outstanding for more than three months unless the **Board** otherwise determines; or
 - (e) for a **Club Member**, if the relevant **Member Organisation** ceases to hold that status, unless the **Member** is also an **Full Member** or a member of another **Member Organisation** at the time of such cessation; or
 - (f) if the **Member** is removed from **membership** by the **Board** in accordance with Article 34.

MEMBERSHIP FEES

- 8.1 Membership Fees for Member Organisations and Full Members shall be determined annually at the **Annual Finance Meeting**, except for Life Members, Honorary Life Vice-Presidents and Honorary Life Members who shall pay no Membership Fee.
- 8.2 No **Membership Fees** shall be payable by the **Directors** in that capacity, but they shall not be entitled to be elected, re-elected, appointed or re-appointed unless they are **Individual Members** 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 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** and its **Annual League Composition Meeting**;
- 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** shall appoint. All General Meetings other than **Annual General Meetings**, **Annual Finance Meetings** and **Annual League Composition Meetings** shall be called Extraordinary General Meetings.
- 10.1 **Annual Finance Meetings** and **Annual League Composition Meetings** shall not be held before the Company has acquired the undertaking of the **SCCA**.
- 10.2 In the year in which the Company acquires the undertaking of the **SCCA**, the decisions of the immediately preceding **SCCA** August Council Meeting as regards finance and league

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composition shall respectively be deemed to have been taken by an [Annual Finance Meeting](#) and an [Annual League Composition Meeting](#) held on that date. A team accepted into the [SCCA's](#) 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](#) under Article 6.

- 11 At the [Annual General Meeting](#), in addition to the usual business of same, the following business shall be transacted:
- (a) The election of [Directors](#) who shall, unless the meeting resolves otherwise, hold office until the end of the [Annual General Meeting](#) 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](#); or
 - (ii) proposed otherwise, in which case notice in writing must be given to the [Secretary](#) by a [Director](#), [by [Representative Members](#) holding collectively at least 10% of the voting rights,]¹ or by two [Member Organisations](#) to arrive not later than 30 days before the [Annual General Meeting](#).

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](#) of the Company's budget for the year commenced on 1 May; and
 - (b) Determination of [Membership Fees](#).
- 13 At the [Annual League Composition Meeting](#) the following business shall be transacted:
- (a) Acceptance of entries into the Company's [Club Competitions](#) for the following season; and
 - (b) Allocation of teams into the various divisions of the [Main League](#).
- 14 An Extraordinary General Meeting may be convened by the [Board](#) as it thinks fit, and an Extraordinary General Meeting shall also be convened on requisition by, or in [default](#) may be convened by, such [Representative Members](#) entitled to a vote as are required by Section 368(2) of the [Act](#). If for a period of not less than 28 days there are not within the United Kingdom sufficient [Directors](#) capable of acting to form a quorum, any [Director](#) or any two [Member Organisations](#) 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](#).

NOTICE OF GENERAL MEETINGS

- 15.1 Subject to Article 15.2 below, an [Annual General Meeting](#) 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 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](#), by all the [Members](#) entitled to attend and vote thereat; or
 - (b) in the case of any other meeting, by a majority in number of [Members](#) 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](#) entitled to attend and vote thereat.

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- 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** 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** is present. Save as herein otherwise provided, any twelve **Representative Members** entitled to a vote present in person or by proxy, provided that they include members of at least three **Member Organisations**, 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**, 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** 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** 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** 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**.
- 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** may vote at General Meetings. Each **Representative Member** present in person or by proxy so entitled shall be entitled to one vote.

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- 26 No **Representative Member** shall be entitled to vote at any General Meeting unless all **Membership Fees** presently payable to the Company by his nominating **Member Organisation** have been paid by the date on which the **Secretary** shall publish a register of voting entitlement for that General Meeting.
- 27.1 [A **Representative Member** 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:-

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I, [name] being a **Representative Member** 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** shall be subject to a maximum of seven persons but shall not be less than three. Subject to the provisions of Articles 8.2, 37, 40, 41 and 42, all **Directors** shall be elected at an **Annual General Meeting** and shall hold office until the following **Annual General Meeting**.
- 31.2 The **Directors** 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** shall serve on the **Board** in more than one capacity. No person shall be capable of being appointed a **Director** unless at the time of his appointment he has attained the age of 18.

BORROWING POWERS

- 32 The **Board** 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

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- 33 The Company shall be managed by the **Board**, 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** or by these Articles, required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of the **Act**, these Articles and to such **Bye Law**, being not inconsistent with the aforesaid provisions, as may be prescribed by the Company in General Meeting; but no **Bye Law** made by the Company in General Meeting shall invalidate any prior act of the **Board** which would have been valid if that **Bye Law** had not been made.
- 34.1 Any **Member** may be removed from **membership** in accordance with this Article but by no other method.
- 34.2 A **Member** may be removed if, in the opinion of the **Board**, 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** or otherwise) is likely to bring the Company, or any or all of its **Directors** or **Members** into disrepute.
- 34.3 If at a meeting of the **Board** a resolution is passed to remove a **Member**, the **Board** must serve a notice on the **Member** stating that the **Board** has resolved to invoke the provisions of these rules and giving a statement of the reasons for the **Board's** decision.
- 34.4 The notice to the **Member** must also give the member the opportunity to make representations to the **Board** in writing or in person as to why he should not be removed as a **Member**. The **Board** must consider any representations made by the **Member** and, if the representations are not made by the **Member** at a **Board** meeting, the **Board** must consider the representations at the next **Board** meeting.
- 34.5 After the **Board** meeting at which the representations are considered, the **Board** must serve a notice on the **Member** informing him of the decision. If the decision is to remove the **Member**, this must be reflected in the register of **Members** as soon as reasonably practicable.
- 34.6 There will be no right of appeal from a decision of the **Board** to remove a **Member**. After the removal of the **Member** 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**. He will not be entitled to a refund of any **Membership Fee** paid by him for his **membership** of the Company.
- 34.7 The **Board's** proceedings and the statement of reasons for removal will be confidential and the **Board** must make no statement to the other **Members** concerning the **Member's** removal unless the **Member** himself chooses to make public the issue of his removal, or to make it a matter of interest to the **Members** 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** shall from time to time by resolution determine.
- 36 The **Board** 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**;
 - (b) of the names of the **Directors** and others present at each meeting of the **Board** and of any committee of the **Board**;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the **Board** and of committees of the **Board**.
- 37 A **Director** shall cease to be a **Director**:-
- (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** following the procedure laid down in Section 303 of the **Act**; or
 - (d) if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.

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- 38 Provided he has declared his interest in accordance with Section 317 of the Act, a Director 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.
- 40 The Board shall have power at any time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed any maximum number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election. The Board 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.
- 41 The Company may by ordinary resolution, of which special notice has been given in accordance with Section 379 of the Act, remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director.
- 42 The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 41. Without prejudice to the powers of the Board under Article 40, the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director.

PROCEEDINGS OF THE BOARD

- 43 The Board 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 may at any time, and the Secretary on the requisition of a minimum of two Directors shall, summon a meeting of the Board. It shall not be necessary to give notice of a meeting of the Board to any Director for the time being absent from the United Kingdom.
- 44 The quorum necessary for the transaction of the business of the Board 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 shall determine.
- 45 The continuing Directors 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 as the minimum number of Directors, the continuing Director or Directors may act for the purpose of increasing the number of Directors 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 but if at any meeting he is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 47 The Board 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 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 and shall report all acts and proceedings to the Board as soon as reasonably practicable. The Board 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 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.

SURREY COUNTY CHESS ASSOCIATION - ARTICLES OF ASSOCIATION

50 All acts done by any meeting of the **Board** or of a committee of the **Board**, or by any person acting as a **Director** or member of a committee of the **Board**, shall notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such **Director** or member of a committee of the **Board**, 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** or member of a committee of the **Board**.

51 [A resolution in writing, passed in accordance with this Article, shall be as valid and effectual as if it had been passed at a meeting of the **Board** duly convened and held. Notice of such a proposed written resolution shall be sent in hard copy form or in electronic form to all **Directors** for the time being entitled to receive notice of a meeting of the **Board**. A **Director** signifies his assent to a proposed written resolution by sending to the address specified in the notice a document indicating the written resolution to which it relates and stating his agreement to the resolution. The document can be sent in hard copy form or electronic form. A written resolution is passed when a majority of the total number of current **Directors** have signified their agreement to it.]¹

1 Amended on 25 June 2017 at the AGM.

SECRETARY

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

53 A provision of the **Act** or these Articles requiring or authorising a thing to be done by a **Director** and the **Secretary** shall not be satisfied by its being done by or to the same person acting both as a **Director** and as, or in place of the **Secretary**.

THE SEAL

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

ACCOUNTS

55 The **Board** shall cause accounting records to be kept in accordance with the provisions of the **Act**.

56 The accounting records shall be kept at the registered office of the Company or, subject to the provisions of the **Act**, at such other place or places as the **Board** thinks fit, and shall at all reasonable times be open to the inspection of the **Directors**.

57 The **Board** 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** not being **Directors**, and no **Member** (not being a **Director**) 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** 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** shall from time to time in accordance with the provisions of the **Act**, 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** report, shall not less than twenty one days before the date of the meeting be sent to every **Member** 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** pursuant to this Article may be given using **electronic communication** to an address for the time being notified for that purpose by the person entitled to the information.

SURREY COUNTY CHESS ASSOCIATION - ARTICLES OF ASSOCIATION

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**) shall be in writing or shall be given using **electronic communication** 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** and each **Full Member**, except those **Members** 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**.

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

DISSOLUTION

- 62 Clause 8 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** 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** of the Company all such **Bye Laws** which so long as they shall be in force, shall be binding on all **Members** of the Company, provided nevertheless, that no **Bye Law** 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** governing the Company's competitions shall not be effective as regards a competition already in progress. For this purpose, the Company's **Club Competitions** are deemed to have commenced at the conclusion of the preceding **Annual League Composition Meeting**.

INDEMNITY

- 64.1 Every **Director** 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 of the **Act** in which relief is granted to him by the Court, and no **Director** or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto, but this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the **Act**.
- 64.2 The **Directors** shall have power to purchase and maintain for any **Director**, officer or Independent Examiner of the company insurance against any such liability as is referred to in Section 310(1) of the **Act**.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS

Attention is drawn to the “Guidance to Players and Captains” document held on the Administration section of the Company’s website.

Although this document does not form part of the Bye Laws, the advice therein will be taken into account by the relevant Controller and by the Chess Disputes Committee in making any rulings required pursuant to Bye Laws 2.1 or 2.9.

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](#);
- 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](#) of the Company, and the term “Article” shall be construed accordingly except where the context otherwise requires;
- the expressions defined in the [Articles](#) 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](#); and
- “Club” shall mean a [Member Organisation](#) accepted into one of the Company’s [Club Competitions](#) pursuant to Bye Law [3.1.2](#).

¹ Amended on 22 June 2008 at the AGM.

BYE LAWS

WHEREAS Article [63](#) 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 ...¹ 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, 21 June 2014, 18 August 2014, 21 June 2015, 18 August 2015, 26 June 2016, 25 June 2017, 24 June 2018, 30 June 2019, 27 August 2020, 23 August 2021, 26 June 2022, 16 August 2022 and 25 June 2023]¹.

¹ Amended on 25 June 2023 at the AGM.

GENERAL BYE LAWS**1.1 Fees for Member Organisations**

The [Treasurer](#) shall by 31 October issue to each [Member Organisation](#) an invoice in respect of its [Membership Fees](#) for the current financial year. Payment received by 30 November shall entitle such [Member Organisation](#) 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](#) meetings, Committee meetings and home county matches.

BYE LAWS APPLICABLE TO ALL COMPETITIONS

[2.0 The rules for any competition other than a [Club Competition](#) falling within section [3](#) below may exclude or modify the application of Bye Laws in this section 2.]¹

¹ Amended on 27 August 2020 at the EGM.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS**2.1 Controllers**

- 2.1.1 The Interclub Tournaments Director shall be the controller for [Club Competitions](#). The [Board](#) 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](#) of a competition may in the course of his duties under Bye Law [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](#) 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](#) above, the [Controller](#) of a competition may also report a [Member](#) or other participant to the [Board](#) 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](#), [except and to the extent that they shall be expressly amended or overridden]¹ by these Bye Laws. ...¹ [Wherever there is a Quickplay finish in these competitions, [Guideline III]³ of the [Laws of Chess](#) shall apply, but [Article III.4]³ shall be excluded.]² A copy of the [Laws of Chess](#), together with a copy of these Bye Laws, shall be made available by the [host [Club](#)]¹ for consultation if required.

1 Amended on 28 June 2009 at the AGM.

2 Amended on 18 August 2014 at the EGM.

3 Amended on 1 July 2017 to reflect the new Laws of Chess taking effect on that date.

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. [A blind or visually handicapped player may require the use of such specially constructed or analogue clock as described in Appendix D of the [Laws of Chess](#).]¹

1 Amended on 25 June 2017 at the AGM.

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 Ratings

- 2.6.1 Except as provided in Bye Laws [2.6.2](#) and [2.6.3](#) below, the ratings used for a competition shall be the original ratings for the calendar month in which the competition commences. For this purpose, [Club Competitions](#) are deemed to commence on the deadline for applications specified in Bye Law [3.1.2](#).
- 2.6.2 Except as provided in Bye Law [2.6.3](#) below, for the purpose of Bye Laws [3.2.4](#) (board order), [3.8.2](#) (Lauder Trophy) and [3.10.2](#) (Stoneleigh Trophy), the ratings used for a match shall be the original ratings for the preceding calendar month.
- 2.6.3
- 2.6.3.1 Where a player has more than one category A or K rating (Standard/Rapid/Blitz for OTB/online), that appropriate to the competition shall be used. A player who does not have a category A or K rating appropriate to the competition shall be treated as unrated for the purpose of that competition, and may not play in a [Club Competition](#) until an estimated rating has been determined in accordance with Bye Law [2.6.3.2](#) below.
- 2.6.3.2 An estimated rating to be used for an unrated player (including a player treated as unrated under Bye Law [2.6.3.1](#) above) shall be determined by the [Controller](#) using all available information. This estimate shall be used for the duration of the competition unless the player acquires a category A or K rating appropriate to that competition. Unless the context requires

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS

otherwise, any reference in elsewhere in these Bye Laws to ratings shall include estimated ratings determined in accordance with this Bye Law.

- 2.6.3.3 If an unrated player acquires an appropriate category A or K rating that is more than 150 points higher than the estimate determined under Bye Law 2.6.3.2 above, then for the purposes of Bye Laws 3.2.2 (nominations), 3.2.3 (eligibility) and 3.10.3 (Ellery Williams), this rating shall be used in place of the estimate in respect of any matches played from the following calendar month.]¹

1 Amended on 25 June 2023 at the AGM.

2.7 **Playing strength**

[To determine]¹ which of two players is the stronger, a player whose [rating]³ ...⁴ exceeds that of another by more than [75]^{2a} points ...⁴ shall be treated as the stronger.

1 Amended on 13 June 2010 at the AGM.

2 Conversion to 4 digit ratings effected on 27 August 2020 at the EGM:

2a 10 → 75

3 Amended on 23 August 2021 at the ALCM.

4 Amended on 25 June 2023 at the AGM.

[2.8 **Mobile telephones and other electronic devices**

- 2.8.1 Subject to paragraph 2.8.3 below, mobile phones and other electronic devices shall not be used during play.
- 2.8.2 Mobile phones and other electronic devices are permitted in the playing venue, provided they are
- stored either in full view on or near the playing table, or in a bag under or near the playing table; and
 - switched off, unless prior permission has been obtained in accordance with paragraph 2.8.3 below for them to be on, in which event they must be in silent mode.
- Players should be reminded of this requirement before commencement of play
- in a **Club Competition**, by the match captains; or
 - in other competitions, by the **Controller** or his nominated deputy at the playing venue.
- 2.8.3 Notwithstanding paragraphs 2.8.1 and 2.8.2 above, a mobile phone may be used or left on if prior permission has been given in accordance with paragraph 2.8.6 below.
- 2.8.4 Subject to paragraph 2.8.5 below, a player shall not leave the playing venue during play.
- 2.8.5 Notwithstanding paragraph 2.8.4 above, a player may leave the playing venue if prior permission has been given in accordance with paragraph 2.8.6 below.
- 2.8.6 Permission under paragraphs 2.8.3 or 2.8.5 above may be given:
- in a **Club Competition**, by the opposing match captain; or
 - in other competitions, by the **Controller** or his nominated deputy at the playing venue;
- in which case the person giving permission shall notify both players concerned.
- 2.8.7 The penalty for violations of paragraphs 2.8.1, 2.8.2 or 2.8.4 not covered by the concessions in 2.8.3 or 2.8.5 shall be the loss of the game by the offending player.
- 2.8.8 If a player's phone or electronic device makes any sound during his game, then on the first occurrence he shall receive a warning, and for a second offence by the same player in the same game, he shall lose the game.
- 2.8.9 Where an offending player loses in accordance with the paragraphs 2.8.7 or 2.8.8 above, his opponent shall win.
- 2.8.10 Should a player use an electronic device as a playing aid during play, the matter shall be reported to the **Controller**, who shall refer the matter to the **Board**.]¹

Note The term "other electronic devices" means devices used or which can be used as a chess playing aid and not those used for medical purposes.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS

1 Amended on 30 June 2019 at the AGM.

2.9 Appeals

- 2.9.1 Any appeal against a **Controller's** action ...² under Bye Laws 2.1.1 and 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** nominated by the **Board** for this purpose. [The appellant shall pay a deposit [to be received within the aforementioned 21 days]³, as determined from time to time by the **Annual Finance Meeting**.]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**, 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** so involved, may sit on the panel.
- 2.9.3 The chairman of the panel shall notify in writing as appropriate the **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**, 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**, but no administrative penalty imposed by the panel shall exceed those available to the **Controller** under Bye Law 2.1.2 above. [The deposit payable under Bye Law 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 was set at to £50.00 on 16 August 2022 at the Annual Finance Meeting.

1 Amended on 30 June 2012 at the AGM.

2 Amended on 22 June 2013 at the AGM.

3 Amended on 26 June 2022 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**, 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** or **Members** into disrepute.
- 2.10.2 If at a meeting of the **Board** a resolution is passed to exclude a player, the **Board** must serve a notice on the player that the **Board** has resolved to invoke the provisions of these rules and giving a statement of the reasons for the **Board's** decision.
- 2.10.3 The notice to the player must also give the player the opportunity to make representations to the **Board** in writing or in person as to why he should not be excluded. The **Board** must consider any representations made by the player and, if the representations are not made by the player at a **Board** meeting, the **Board** must consider the representations at the next **Board** meeting.
- 2.10.4 After the **Board** meeting at which the representations are considered, the **Board** 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** of all competitions to which the exclusion applies and, in the case of a **Club Competition** to the secretary of any **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** to exclude a player.
- 2.10.7 The **Board's** proceedings and the statement of reasons for exclusion will be confidential. Save for notification pursuant to Bye Law 2.10.5 above, the **Board** 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** as a whole.]¹

1 Amended on 21 June 2014 at the AGM.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS**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 may be made by any Member Organisation. ...¹ Such applications shall be made to the Controller [at least two weeks before]¹ the Annual League Composition Meeting 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, 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 may be organised into sections if the Annual League Composition Meeting so decides.

¹ Amended on 28 June 2009 at the AGM.

3.1.3 The 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 may be represented in Club Competitions only by its members [and for this purpose, a player excluded from a Club Competition pursuant to Bye Law 2.10 shall be deemed not to be a member]¹. A player who represents a Club in a Club Competition may also represent [other Clubs]² in [different division(s)]² in the same competition [and/or in other Club Competitions]² [where in Bye Law 3.1.1 above, the competitions in paragraph (a) are treated as separate competitions, and the competitions in paragraph (c) are treated as separate competitions]³. Where a player elects to play for [more than one Club]², [each]² [such Club]⁴ must notify the Controller before the first match played by [the player in question]⁴.

¹ Amended on 21 June 2014 at the AGM.

² Amended on 18 August 2014 at the EGM.

³ Amended on 24 June 2018 at the AGM.

⁴ Amended on 26 June 2022 at the AGM.

3.2.2 Any Club entering two or more teams in [divisions I – IV of]² the Main League shall, before playing its first match, submit to the Controller a list of nominated players for each [such]² team other than the lowest. [If a team plays a match before the required nominations or renominations have been made, then all eligible members of that team shall irrevocably be treated as having been nominated therefor.]⁶

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 below for that team [, taking into account any reduction pursuant to Bye Law 3.3.1.2]⁵. A Club may include among its nominated players only those members who will be available to play for the Club during the season [and the Controller may reject any nomination if, in his opinion, it is not reasonably expected that the proposed nominee will in fact appear during the season]⁶. Players nominated for a team and any stronger players shall be ineligible to play for any lower team [of the nominating Club]⁶ [in divisions I-IV]³. Subject to this, a player may play in any team.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS

[Any nominated players who have failed to appear [for that Club]⁴ in a [Club Competition]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 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 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.]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.
- 5 Amended on 26 June 2016 at the AGM.
- 6 Amended on 24 June 2018 at the AGM.

3.2.3 Only players [rated]⁴ under [[1790]^{3a}]² ...⁵ 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 [rated]⁴ under [[1600]^{3b}]² ...⁵ players may play in the Fred Manning Trophy. No player may play for more than one team in the Fred Manning Trophy.]¹

...⁵

- 1 Amended on 22 June 2008 at the AGM.
- 2 Amended on 13 June 2010 at the AGM.
- 3 Conversion to 4 digit ratings effected on 27 August 2020 at the EGM:
3a 145 → 1790
3b 120 → 1600
- 4 Amended on 23 August 2021 at the ALCM.
- 5 Amended on 25 June 2023 at the AGM.

3.2.4 **[Board Order]**²

[(a)]² In Club Competitions 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) shall be ineligible [(subject to 3.2.4(b) 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 above]¹ shall not reduce a team's score in a match to below zero.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS

1 Amended on 21 June 2014 at the AGM.

3.3 Team Members**3.3.1 Numbers of Boards**

[3.3.1.1 Subject to [3.3.1.2](#) below,]² the number of players in each match shall be:

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

[3.3.1.2 If the [Annual League Composition Meeting](#) so decides, the number of players in any division of the Main League shall for the following season be one fewer than set out in [3.3.1.1](#) above.]²

[3.3.1.3]² 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.

2 Amended on 26 June 2016 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](#) 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](#) 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](#) due to the Company for the purpose of [Article 7\(d\)](#).]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](#) 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.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS**3.4 Arrangement of Matches**

3.4.1 Each team in the [Main League](#) 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](#).

3.4.2

[3.4.2.1]² [The [Controller](#) shall provide to all competing [Clubs](#) by 7 September a fixture list for all matches in [Club Competitions](#) other than second and subsequent rounds of the Alexander Cup and Lauder Trophy. [In this fixture list, matches between two teams from the same Club shall be scheduled to take place before any matches by those teams against other Clubs.]²

[3.4.2.2]² 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](#) within that period, after which the provisions of Bye Laws [3.4.3](#) and [3.4.4](#) apply.

If agreement cannot be reached between the respective clubs, matches shall be played as directed by the [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.

2 Amended on 25 June 2023 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](#) 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](#) 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](#) if a match is postponed for such reasons, and they should rearrange the fixture as quickly as possible.

[3.4.5 A match between two teams from the same [Club](#) may be rearranged or postponed pursuant to Bye Laws [3.4.2.2](#), [3.4.3](#) or [3.4.4](#) only with the permission of the [Controller](#), which should be given only in exceptional circumstances to a new date agreed by him.]¹

1 Amended on 25 June 2023 at the AGM.

3.5 Starting a Match

3.5.1 [Unless otherwise agreed by the [Clubs](#) involved, the start time shall be the fixed time between 7.15 pm and 7.45 pm specified by the host [Club](#) on its application submitted pursuant to Bye Law [3.1.2](#)., to be included in the Club's details shown on the Company's website.]¹

At or before the agreed time ...¹, 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 25 June 2023 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.

SURREY COUNTY CHESS ASSOCIATION – BYE LAWS**3.6 Time Limits and Unfinished Games**

All games must be played to a finish or for at least [3 hours]⁷. [Digital clocks]⁷ must be used. The time limits shall be:

- (a) In the **Main League** ...⁵ - [one of the following:
- Fischer – all moves in 1 hour 15 minutes with an additional 10 seconds per move, with any game unfinished at the end of the agreed playing session to be adjudicated;
 - Guillotine – 30 moves in 1 hour, then all remaining moves in 30 minutes;
 - Adjournment – 35 moves in 1 hour 15 minutes, then 28 moves in 1 hour;
 - Adjudication – 35 moves in 1 hour 15 minutes, then 7 moves in 15 minutes.

All games shall be played using the Fischer method, unless the players agree to use an alternative method. Adjournment and adjudication may not be used for games played after 1 May in a season.]⁷

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** and the **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** decides otherwise. Where the game is to be adjudicated, the position shall be taken after the sealed move. If the failure to play within 28 days arises from prevarication by only one of the players, then the relevant **Controller** may award the game to his opponent]³. 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 [rating]⁶ whichever is the lower]².

Note The time limit is 59 minutes, because a 1 hour game is not rated as rapidplay.

- (d) In the Alexander Cup [and the Lauder Trophy]⁵ - [one of the following:
- Fischer – all moves in 1 hour 15 minutes with an additional 10 seconds per move, with any game unfinished at the end of the agreed playing session to be adjudicated;
 - Guillotine – 30 moves in 1 hour, then all remaining moves in 30 minutes.

All games shall be played using the Fischer method, unless the players agree to use an alternative method.]⁷

- [(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.
- 5 Amended on 21 June 2015 at the AGM.
- 6 Amended on 23 August 2021 at the ALCM.
- 7 Amended on 25 June 2023 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** to reach the **Controller** within 14 days of the match [except that a longer time may be agreed between the opposing **Clubs** and the **Controller** within 14 days only for the submission of adjudication positions]¹. For games adjourned to a second

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session, results and any positions for adjudication shall be submitted to the **Controller** within 14 days of that second session. Each **Club** shall make a claim (win or draw) in respect of each position sent for adjudication. A player or **Club** may submit brief analysis. For each position, the **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** 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** 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** may appeal against the adjudicator's decision on any position. An appeal must be sent to the **Controller** within 21 days of the notification of the decision. It must be accompanied by ...² analysis claiming to refute the verdict of the adjudicator. ...¹ The original adjudicator and the opposing **Club** shall be given 14 days within which to submit analysis. The position, together with all analyses, will then be considered by [three new]² adjudicators nominated by the Controller, and the majority decision [of these three]² shall be final. If the appeal is not upheld, the appellant **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 £10.00.
The amount of the appeal fee is currently £20.00.
The amount of a fine under this Bye Law is currently £3.00.

- 1 Amended on 30 June 2012 at the AGM.
2 Amended on 24 June 2018 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**. Unless otherwise agreed, the first session of each match other than the final shall be played at the headquarters of the **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** will determine the date and venue.
- 3.8.2 In the Lauder Trophy, the [sum of the [ratings]⁵ of all the players in a team shall not exceed [[10,500]^{4a}]²]¹, [any rating below 1200 being treated as equal to 1200, and]⁶ [the [ratings]⁵ of ...⁶ defaults being deemed to be the mean of the [ratings]⁵ of the other players in the team for this purpose. For each [190]^{4b} points or part thereof by which the sum of a team's [ratings]⁵ 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.
4 Conversion to 4 digit ratings effected on 27 August 2020 at the EGM:
4a 840 → 10,500
4b 25 → 190
5 Amended on 23 August 2021 at the ALCM.
6 Amended on 25 June 2023 at the AGM.

- 3.8.3 If in a match, the scores are level, [if there has been a net adjustment pursuant to Bye Law 3.8.2 above, the winner shall be the team benefitting therefrom; otherwise,]¹ 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.

- 1 Amended on 30 June 2019 at the AGM.

3.9 League Positions

- 3.9.1 The finishing positions for each competition or division in the **Main League** 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

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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 [ratings]⁵ of all the players in a team [for either half of the match]² shall not exceed [[8050]^{4a}]¹, the [ratings]⁵ [for]² defaults being deemed to be the mean of the [ratings]⁵ of the other players in the team for this purpose. For each [190]^{4b} points or part thereof by which the sum of a team's [ratings]⁵ 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 [rating]⁵ 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 [rating]⁵ differential is more than [375]^{4c}, the [rating]⁵ for the lower [rated]⁵ player shall be deemed to be the opponent's [rating]⁵ minus [375]^{4c}.]³ Any player without an ECF or Controller approved estimated [rating]⁵ shall be ineligible. If either team exceeds their target score they shall be declared the winners. The [ratings]⁵ for defaulters will be the average [ratings]⁵ of the non-defaulters in a team (rounded up, if necessary, to a whole number).

Total [rating] ⁵ difference	Higher [rated] ⁵ team target	Lower [rated] ⁵ team target
[0 < d ≤ 190] ^{4b}	4	4
[190 < d ≤ 565] ^{4bd}	4½	3½
[565 < d ≤ 940] ^{4de}	5	3
[940 < d ≤ 1315] ^{4ef}	5½	2½
[1315 < d ≤ 1690] ^{4fg}	6	2
[1690 < d ≤ 2065] ^{4gh}	6½	1½
[2065 < d ≤ 2440] ^{4hj}	7	1
[2440 < d] ⁴ⁱ	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.]²

Notes on the administration of the competition

- 1) The [rating]⁵ 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.

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

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.
- 4 Conversion to 4 digit ratings effected on 27 August 2020 at the EGM:
 - 4a 700 → 8050
 - 4b 25 → 190
 - 4c 50 → 375
 - 4d 75 → 565
 - 4e 125 → 940
 - 4f 175 → 1315
 - 4g 225 → 1690
 - 4h 275 → 2065
 - 4j 325 → 2440
- 5 Amended on 23 August 2021 at the ALCM.

3.10.3 In the Ellery Williams Memorial Trophy, the player on board 1 must not be [rated]³ above [[1900]^{2a}]¹ and the other players must not be [rated]³ above [[1750]^{2b}]¹. ...⁴

- 1 Amended on 28 June 2009 at the AGM.
- 2 Conversion to 4 digit ratings effected on 27 August 2020 at the EGM:
 - 2a 160 → 1900
 - 2b 140 → 1750
- 3 Amended on 23 August 2021 at the ALCM.
- 4 Amended on 25 June 2023 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

- (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;
... ² and
- [(f) The Tommy Dunne Trophy.]²

4.4 Other tournaments

- (a) [The John Hawson Trophy]³;
- (b) Rodney James Cup; and
- (c) Thorp Trophy.

4.5 Best game prizes

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

- (a) County Matches;
- (b) County Correspondence Matches;
- (c) [Club Competitions](#);
- (d) County Individual Competitions;
- (e) County Individual Postal Competitions; and
- (f) Surrey Congress.

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The ...⁴ Frank Parr Memorial Prize [will be awarded for the overall best game in over-the-board play]⁴.

The scores of games (not more than one from each player in each section) must be sent ...⁴ to the Administrative Director, to arrive by 31 July.

- 1 Amended on 22 June 2008 at the AGM.
- 2 Amended on 21 June 2015 at the AGM.
- 3 Amended on 18 August 2015 at the EGM.
- 4 Amended on 24 June 2018 at the AGM.

[BYE LAWS AS TO ELECTIONS

- 5.1 This Bye Law regulates the election of the **Directors**.
- 5.2 All nominations must be received by the **Secretary** not later than 30 days before the **Annual General Meeting** for a candidate to be eligible for election.
- 5.3 Each candidate must be either:
 - (a) a retiring **Director** seeking re-election to the same position; or
 - (b) a nominee of the **Board**; or
 - (c) a nominee of a **Director**; or
 - (d) a nominee of two **Members**
- 5.4 The names of all candidates duly nominated not later than 30 days before the **Annual General Meeting** 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** 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** 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** pursuant to Article 40.
- 5.7 In the case of the election of **Non-Executive Directors**, 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** pursuant to Article 40.
- 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.