

The Companies Act 1985  
Company Limited by Guarantee and Not Having a Share Capital

**Memorandum of Association of  
Jericho Community Boatyard Limited**

1. The name of the Company is Jericho Community Boatyard Limited
2. The registered office will be situated in England & Wales.
3.
  - I. To ensure that a comprehensive local boatyard service which fully meets the needs of the whole boating community of Oxford, is provided, protected and maintained, and that Jericho Community Boatyard Ltd should administrate the commercial running of these facilities.
  - II. To work collaboratively, constructively and creatively with relevant partners and authorities to ensure this objective.
  - III. To extend this service for the benefit of boaters visiting Oxford.
  - IV. To preserve and promote the heritage and character of the local canal environment
  - V. To promote cooperative and community principles, enterprises and activities. To encourage equality and democratic control over the waterways environment.
  - VI. To encourage mutuality in the trading of goods and services between Members of the Company to the benefit of the Company and the local Community as a whole.
  - VII. To conduct any trade or business whatsoever that can, in the opinion of the Members of the Company, be advantageously carried on in connection with or ancillary to any of the objects and activities of the Company.
  - VIII. To conduct other activities, enterprises, projects or ventures which may, in the opinion of the Members of the Company, be deemed incidental or conducive (either directly or indirectly) to the attainment of the objectives of the Company.
4. The income and property of the Company however derived shall be applied solely towards the promotion of the objectives of the Company as set out herein and no portion shall be paid or transferred directly or indirectly to the members of the Company except by way of payment in good faith to any member of the Company in return for services actually rendered to the Company, of reasonable wages, bonuses and repayments of expenses, interest on money lent or reasonable rent on premises demised or let to the Company.
5. The liability of members is limited.

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6. Every member of the Company undertakes to contribute to the assets of the Company in the event of it being wound up while he/she is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he/she ceased to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one pound.
7. In the event of wind up or dissolution of the Company the liquidator shall, according to the law, use the assets of the Company to satisfy its debts and liabilities. Any balance of assets remaining must not be distributed among the members of the Company but shall be transferred by the liquidator to one or several of the following:
  - (i) A co-operative or common ownership enterprise having aims similar or compatible to those of the Company, and which shall prohibit the distribution of its income among its membership to an extent at least as great as is imposed on the Company under Clause 4 hereof.
  - (ii) A charity or charities having aims similar or compatible to those of the Company, in such a manner as the members decide at or before the time of winding up or dissolution.

This Clause (Clause 7) shall not be changed by the members of the Company.

We, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAME	ADDRESS	SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2006 \_\_\_\_\_

Witness to the above signatures: \_\_\_\_\_

Name and address of witness:

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## **Articles of Association of Jericho Community Boatyard Limited**

### **DEFINITIONS**

1. In these articles:

“the act” means the Companies Act 1985 as amended by the Companies Act 1989 and any amendments from time to time in force.

“the Company” means the above named company.

“secretary” means any person appointed to perform the duties of the secretary of the company.

“general meeting” means any meeting to which all Members are eligible to attend.

Any words importing the singular number only shall include the plural number and vice versa.

Words importing the masculine gender only shall include the feminine gender.

### **MEMBERS**

2.

- I. Anyone who shares the aspirations of the company, signs up to and agrees to abide by its rules of membership, and has paid the current annual membership subscription fee, may be eligible to apply to become a member of the company, with the exception of people who are under the age of 18 and those who are undischarged bankrupts.
- II. Annual subscription fees will be payable by the 29<sup>th</sup> July in any year, which will provide for the subscriber to be a Member from the 29<sup>th</sup> July of that year until the 28<sup>th</sup> July of the following year. In the first year of the company’s inception (2006) membership will begin on the 21<sup>st</sup> June.
- III. No person shall be admitted as a Member of the Company unless he or she is approved by the Directors once those Directors have been elected, and subject to the process described in Clauses 24 and 25.
- IV. Membership is not transferable to anyone else.
- V. The Secretary shall keep a Register of Members containing the names and contact details of all Members, the date on which they became Members, the membership fee paid and the date they ceased to be a member.
- VI. Membership is terminated if:
  - a. The Members pass an ordinary resolution expelling the Member; or
  - b. The Member’s annual member subscription fee has expired, or
  - c. The Member resigns by announcing his or her resignation in writing to the Secretary.
  - d. Otherwise in accordance with the Articles

- VII. No resolution shall be passed under paragraph 2.VI unless the Member has been given:
- (i) At least fourteen clear days' notice in writing that it is proposed to expel him or her, specifying the circumstances alleged to justify expulsion; and
  - (ii) A reasonable opportunity of being heard by, or of making written representations to, the Members passing the ordinary resolution.

### **GENERAL MEETINGS**

3. The company shall in each year hold a general meeting as its Annual General Meeting and shall specify the meeting as such in the notices calling it. Not more than fifteen months shall elapse between the date of one annual general meeting of the company and the next.
4. All general meetings other than annual general meetings shall be called Extraordinary General Meetings.
5. Members may whenever they think fit convene an Extraordinary General Meeting, with the proviso that at least 10 members sign a written request for such a meeting and present this to one or several of the Directors.
6. An Annual General Meeting and a meeting called for passing of a special resolution shall be called by 28 days notice in writing at the least, and any other general meeting shall be called by 7 days notice at the least. The notice shall specify the place, the date, the hour of meeting and the general nature of the business of the meeting and be delivered to all members; to the auditor of the company; and to any persons the Directors wish to invite to the meeting in furtherance of the objects of the company.
7. 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 the meeting.
8. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of considering the accounts, balance sheets, and the reports of the Directors and auditors and the appointment of, and the fixing of the remuneration, of the auditors.
9. No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business. 25% or more of the membership shall be the quorum.
10. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be dissolved. Thereafter, 7 days notice shall be given to Members of a further meeting, at which the actual number of members attending shall be deemed the quorum.
11. Each general meeting shall elect a chairperson to conduct the business of the meeting in an orderly manner.

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12. All decisions at general meetings shall be made by consensus following the fullest discussion in which all Members shall be entitled and allowed to speak freely according to their consciences. By consensus is meant a situation where those not in agreement agree not to maintain an objection.
13. In the event of consensus not being possible, the matter shall be referred to a second meeting, to be held not more than 7 days after the date of the first meeting, when if consensus is still not possible the matter shall be decided by a majority of votes by the Members.

**Amendment to the Memorandum and Articles of Association**

14. A special resolution may be passed by Members voting at a General Meeting which allows for the amendment of these *Memorandum and Articles of Association*, but only insofar as the General Meeting adheres to the current Clauses 9 to 13 above. The exception is that Clause 7 or the Memorandum may not be amended in any future meeting.
15. No regulation made by the Members of the Company in General Meetings shall invalidate any prior act of the board of Directors which would have been valid had that regulation not been made.
16. With the exception of electing Directors, as set out in Clause 18, in all other matters every Member shall have one vote.

**DIRECTORS APPOINTMENT AND TERMS OF SERVICE**

17. Only Members of the Company may be Directors of the Company and any Member can put himself or herself forward for election to the role of Director.
18. The first Directors shall be the persons named in the Form 10 upon incorporation. Thereafter the first AGM will take place within twenty eight days of the date of incorporation. At this AGM the acting Directors will automatically stand down from office and the membership will exercise their voting powers to either reappoint any or all of those Members as Directors or to replace those Directors as the membership sees fit. Each Member will be entitled to vote for a maximum of three candidates (one vote per candidate) and those candidates who have received the greatest number of votes from the Membership will be duly elected as Directors of the Company, with the proviso that at least 70% of the elected Board of Directors comprises individuals who are residential boaters. The voting mechanism will follow the principle of 'Single Transferable Voting', whereby members will rank their preferences from 1 - 3. The first preference will be accorded 3 voting points, the second two, and the third one point. A minimum of five and maximum of nine Directors will be elected. The election will proceed by way of a paper ballot administered and adjudicated by the Secretary.
19. Thereafter the Directors will be appointed or reappointed by a resolution at each Annual General Meeting by the Members, according to the principles in Clause 16 provided that the appointment does not cause the number of Directors to exceed any number fixed by, or in accordance with, the Articles as the maximum number of Directors.

## **TERMINATION OF DIRECTORS' APPOINTMENT**

20. A person shall cease to be a Director if;
- (i) That person ceases to be a Member
  - (ii) That person is, or becomes, prohibited by law from being a Director
  - (iii) The Members pass an ordinary resolution removing that person from office.
  - (iv) That person resigns by announcing his or her resignation in writing to the Secretary.
  - (v) That person fails to be re-elected at an Annual General Meeting.

## **BORROWING POWERS**

21. The Directors may exercise all powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof.

## **POWERS AND DUTIES OF DIRECTORS**

22. The business of the company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the company, and may exercise all such powers of the company as required by the Act or by these Articles.
23. The Members will elect a group of Directors of no less than five, and not more than nine, company members, to whom they will devolve responsibility for the day-to-day running of the business and decisions necessary to fulfil that specific responsibility.
24. All cheques, promissory notes, drafts, bills of exchange, 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 Directors shall from time to time by resolution determine.
25. The Directors shall carry out their business on behalf of the Company at Directors meetings, unless the Board of Directors has previously voted to delegate specified powers to named individual Directors or sub-committees. All Directors shall be given at least 5 days notice of Directors' meetings being called.
26. No business shall be transacted at any Directors meeting unless a quorum of Directors is present at the time when the meeting proceeds to business. The quorum necessary for the transaction of business shall be two thirds of the Directors or four Directors, whichever is the greater.
27. Each Directors meeting shall elect a chairperson to conduct the business of the meeting in an orderly manner.
28. The Directors may, at their discretion, and by full agreement between them, invite other people whether Members or not, to attend a Board meeting for the purpose of providing special knowledge or skills in furtherance of the objectives of the Company. Such invitees will not be granted voting rights.

29. The Directors shall cause minutes to be made in books provided for the purpose:-
- (i) of all appointments of Members/Directors.
  - (ii) of the names of the Directors present at each meeting of the directors.
  - (iii) of all resolutions and proceedings at all meetings of the company, and of Directors of the company.
30. All decisions of the Directors shall be made by consensus following the fullest discussion in which all Directors shall be entitled and allowed to speak freely according to their consciences. By consensus is meant a situation where all Directors present are in agreement on an issue, or where those not in agreement agree not to maintain an objection.
31. In the event of consensus not being possible, the matter shall be decided by a majority of votes by all Directors.
32. If the matter is still unresolved according to the processes set out in Clauses 24 and 25, the matter will be referred to a General Meeting of the Membership and proceed according to Clauses 12 and 13 of these Articles.
33. A Director shall not be entitled to vote in respect of a contract in which he or she is directly interested.

#### **INDEMNITY**

34. Every Member, Director, Secretary and other officer for the time being of the Company and from the date of incorporation of the Company shall be indemnified out of the assets of the Company against any losses or liabilities incurred by him or her in or about the execution or discharge of the duties of his or her office subject to the provisions of section 310 of the Act, except to the extent that such losses or liabilities shall be attributable to:
- a. fraud or other matters in respect of which the member concerned shall be convicted of a criminal offence; or
  - b. negligence; or
  - c. actions knowingly beyond the scope of a specific authority or limit thereon, on the part of the person in question.

#### **SECRETARY**

35. The Secretary shall be appointed by the Directors for such a term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

## **ACCOUNTS**

36. The Directors shall cause proper books of account to be kept with respect to all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place.

- (i) all sales and purchases of goods by the Company.
- (ii) the assets and liabilities of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

37. The books of accounts shall be kept at the registered office of the Company, or at such other place as the Directors think fit, and shall always be open to the inspection of the Members.

38. The Directors shall from time to time, in accordance with their statutory obligations, cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets and reports as are required by statute.

39. A copy of all documents required by statute and any other documents the Members see fit shall be delivered to all persons who receive notice of a general meeting together with the notice of that meeting.

## **AUDIT**

40. The books of account of the company shall be audited every year. The Audit will consist of the Secretary and a qualified accountant co-signing an agreement that the books give a true and fair view of the state of the Company's affairs in accordance with the provisions of the Act.

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**DISSOLUTION**

41. Clause 7 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.

We the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of these Articles of Association.

	NAME	ADDRESS	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2006 \_\_\_\_\_

Witness to the above signatures: \_\_\_\_\_

Name and address of witness: