

Company number 1799322

Companies Act 2006

**Company limited by guarantee
and not having a share capital**

**Articles of Association of The
Middlesex County Badminton
Association**

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Articles of Association
of
The Middlesex County Badminton Association

1. Name

The name of the company is 'The Middlesex County Badminton Association'.

2. Registered office

The registered office of the **Company** will be in England and Wales.

3. Interpretation

3.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which **do not** apply to the Company.

3.2 In the Articles, unless the context indicates another meaning:

'Affiliated Club' means a badminton club affiliated to Badminton England ('**BE**') and residing in the county of **Middlesex**; or badminton clubs which belong to other counties, but which play competitive matches in the Middlesex League or an affiliated League on payment of a fee prescribed by the Company, having already paid fees due to BE and its own County.

'Articles' means the Company's articles of association and '**Article**' refers to a particular article;

'Chairperson' means the Chairperson of the Executive Committee;

'Company' means the company governed by these Articles;

'clear day' does not include the day on which notice is given or the day of the meeting or other event;

'the Companies Act' means the Companies Act 2006;

'Conflicted Executive Officer' means an Executive Committee Officer in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Executive Committee Officer or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company;

'connected' as defined in Sections 252 and 254 of the Companies Act;

'Connected Person' means, in relation to an Executive Committee Officer, a person with whom the Executive Committee Officer shares a common interest such that they may reasonably be regarded as benefiting directly or

	indirectly from any material benefit received by that person, being either a member of the Executive Committee Officer's family or household or a person or body who is a business associate of the Executive Committee Officer or other person with whom the Executive Committee Officer is connected, and (for the avoidance of doubt) does not include a company with which the Executive Committee Officer's only connection is an interest consisting of no more than 1% of the voting rights;
'Custodian'	means a person or body who undertakes safe custody of assets or documents or records relating to them;
'Electronic Means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
'Executive Committee Officer'	means a director of the Company and 'Executive Committee' . means the directors;
'financial year'	means the Company's financial year;
'firm'	includes a limited liability partnership;
'general meeting'	means a meeting of the Members, and includes both Annual General Meetings and Extraordinary General Meetings
'indemnity insurance'	means insurance against personal liability incurred by any Executive Committee Officer for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Executive Committee Officer concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;
'material benefit'	means a benefit, direct or indirect, which may not be financial but has a monetary value;
'Member' and 'Membership'	means a member of the Company for the purposes of the Companies Act and 'membership' shall be construed accordingly;
'Middlesex'	means the County of Middlesex or any successor geographic organisation as defined by Badminton England.
'nominee company'	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'Objects'	means the objects of the Company as set out in Article 4;
'ordinary resolution'	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
'Secretary'	means a company secretary;

'special resolution'	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;
'written' or 'in writing'	refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper;
'written resolution'	refers to an ordinary or a special resolution which is in writing;
'year'	means calendar year.

3.3 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) references to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it;
- (c) use of the singular includes the plural and vice versa; and
- (d) use of any gender includes the other genders.

4. **Objects**

The **Objects** of the Company are:

- 4.1 to promote all aspects of the sport of badminton for all persons principally within the boundaries of the county of **Middlesex** (including the encouragement and promotion of all levels of badminton especially schools badminton, junior badminton, senior badminton, masters badminton and disability and deaf badminton) in particular encouraging and supporting pathways between schools, junior and senior clubs and county level play;
- 4.2 to encourage participation in local leagues and competitions at all levels; to select teams and groups of players and potential players to represent the county of Middlesex; to sponsor, arrange and organise inter-county and other matches, open and restricted county tournaments and championships, leagues, knock-out and all other kinds of competitions, exhibition matches and displays;
- 4.3 to arrange for coaching, training, and other schemes for the advancement of the sport generally; to publish books, magazines, periodicals, films, video films and tapes whether for sale or free distribution and otherwise to disseminate knowledge about badminton.

5. **Powers**

The Company has the following powers, which may be exercised only in promoting the Objects:

- 5.1 to manage and develop the property and facility known as the 'Middlesex Badminton Dome' for the benefit of Badminton in the county of Middlesex in particular, the local community in the London Borough of Hounslow, and of the sport of Badminton generally;
- 5.2 to adopt policies and make regulations consistent with those of Badminton England and which advance the sport of Badminton;

- 5.3 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the **Executive Committee** shall determine;
- 5.4 to provide advice or information;
- 5.5 to carry out research;
- 5.6 to consult, advise, co-operate, exchange information with and assist others, including other organisations;
- 5.7 to support (in any way), work with, administer or establish other organisations;
- 5.8 to accept gifts and raise funds;
- 5.9 to borrow money;
- 5.10 to give security for loans or other obligations;
- 5.11 to let, license or dispose of any interest in property of any kind;
- 5.12 to set aside funds for special purposes or as reserves against future expenditure;
- 5.13 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind);
- 5.14 to arrange for investments or other property of the Company to be held in the name of a **nominee company** acting under the direction of the Executive Committee or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 5.15 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **Custodian**, and to pay any reasonable fee required;
- 5.16 to insure the property of the Company (including, for the avoidance of doubt, any property not owned by the Company but under its control) against any foreseeable risk and to take out other insurance policies to protect the Company when required;
- 5.17 to employ or otherwise contract for the services of agents, staff (who may be Executive Committee) or advisers (upon such terms and conditions as may be thought fit) and to remunerate any person, **firm** or company rendering services to the Company and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Company and their dependents;
- 5.18 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 5.19 to provide goods, services or other assistance or support by way of grants, scholarships, donations, loans or otherwise (whether or not for valuable consideration) and to make rules as to their value, methods of ascertainment and selection;
- 5.20 to act as director of **charitable** trusts jointly with one or more other directors or, where it may legally do so, as sole director;
- 5.21 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Company or in connection with any agreement or arrangement whatsoever, whether or not the Company is a party to the same;

- 5.22 subject to the provisions of **the Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Director or other officer of the Company (other than any person engaged by the Company as auditor) to the extent permitted by the Companies Act and to pay for **indemnity insurance** for the Executive Committee;
- 5.23 to establish or acquire subsidiary companies (whether or not wholly owned by the Company);
- 5.24 to pay out of the funds of the Company the costs of and incidental to the formation of the Company; and
- 5.25 to do anything else within the law which promotes or helps to promote the Objects.

6. **The Executive Committee**

- 6.1 The Executive Committee have control of the Company and its property and funds.
- 6.2 The Executive Committee shall consist of a Chairperson, Secretary, Treasurer, County Welfare Officer and not less than four and not more than five other individuals. These are all defined as Executive Committee Officers and must support the Objects and have indicated their willingness to act as an Executive Committee Officer of the Company.

Appointment of Executive Committee Officers

- 6.3 The Members may by ordinary resolution appoint a person who is willing to be an Executive Committee Officer. The Executive Committee will appoint the Chairperson, Secretary and Treasurer from amongst their members.
- 6.4 Where there is a vacancy on the Executive Committee, the Executive Committee Officers may co-opt up to two further individuals to serve as Executive Committee Officers, to hold office until the next Annual General Meeting. This power may only be exercised to fill the required positions or to maintain the minimum number of Executive Committee Officers prescribed in these Articles.
- 6.5 No person may be appointed as an Executive Committee Officer unless he or she is both an affiliated member of Badminton England and a member of an **Affiliated Club** and, in the case of a person seeking appointment by the Members for the first time, has been nominated for office by an **Affiliated Club** and seconded by another. Co-opted Officers must also both be an affiliated member of Badminton England and a member of an **Affiliated Club**. Nominations for the Executive Committee must be sent in writing and be received by the Secretary no later than 30th April in each year. The notice calling the Annual General Meeting shall indicate details of all nominations.
- 6.6 There shall be no limit to the number of times a person may be re-elected. By default, the retiring Executive Committee Officer shall, if offering him/herself for re-election, be deemed to be re-elected unless, at the Meeting it is expressly resolved not to fill such vacated position.
- 6.7 The County Welfare Officer is an 'ex officio' appointment and due to the extreme sensitivity of the position is selected by the Executive Committee and approved by Badminton England. Badminton England may reject anyone proposed or withdraw approval, without giving a reason.
- 6.8 The Company may, by ordinary resolution, increase or decrease the number of Executive Committee Officers.

Retirement of Executive Committee Officers

- 6.9 At each Annual General Meeting, one-third of the elected Executive Committee Officers who have served at least five (5) years or, if their number is not three or a multiple of three, the number nearest to one-third, must retire from office.
- 6.10 The Executive Committee Officers to retire by rotation shall be those who have been longest in office since their last appointment. If any Executive Committee Officers became or were appointed on the same day those to retire (unless they agree otherwise) shall be determined by lot.
- 6.11 If an Executive Committee Officer is required to retire at an Annual General Meeting by a provision of these Articles, the retirement shall take effect upon the conclusion of the meeting.
- 6.12 An Executive Committee Officer appointed by the other Executive Committee Officers (as opposed to elected by the Members) must retire at the next Annual General Meeting and must not be taken into account in determining the Executive Committee Officers who are to retire by rotation.

Disqualification and removal of Executive Committee Officers

- 6.13 The term of office of an Executive Committee Officer, whether elected or co-opted automatically terminates if they:
 - (a) are disqualified under the Companies Act from acting as a company director.
 - (b) are incapable, whether mentally or physically, of managing their own affairs;
 - (c) resign by written notice to the Executive Committee;
 - (d) have been appointed to the Executive Committee by virtue of a role held at or in connection with an Affiliated Club and that role terminates; or
 - (e) are removed by the Members pursuant to the provisions of the Companies Act;
 - (f) have their membership of Badminton England suspended or has been banned by Badminton England from badminton related activities for any reason, (such as coaching).

7. Executive Committee proceedings

- 7.1 The minimum number of meetings of the Executive Committee to be held each year may be fixed by the Executive Committee from time to time but will not be less than four (4).
- 7.2 A quorum at a meeting of the Executive Committee may be fixed by the Executive Committee and unless so fixed shall be five.
- 7.3 An Executive Committee Officer may attend a meeting of the Executive Committee either in person or by suitable **Electronic Means** agreed by the Executive Committee in which all participants may communicate with all the other participants.
- 7.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Executive Committee Officer chosen by the Executive Committee present presides at each meeting.
- 7.5 The Chairperson, (or acting Chairperson if the Chairperson is unable or unwilling to preside) has a casting vote for that specific meeting.
- 7.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Executive Committee Officers (other than any

Conflicted Executive Officer who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.

7.7 Every Executive Committee Officer has one vote on each issue.

7.8 A procedural defect of which the Executive Committee are unaware at the time does not invalidate decisions taken at an Executive Committee meeting (including, but not limited to, a technical defect in relation to the appointment of an Executive Committee Officer or the service of any notice).

8. **Executive Committee Powers**

8.1 Subject to the provisions of these Articles and the Companies Act, the Executive Committee may regulate their proceedings as they think fit. An Executive Committee Officer may call a meeting of the Executive Committee at not less than 24 hours' notice to each Executive Committee Officer

8.2 The Executive Committee have the following powers in the administration of the Company in their capacity as Executive Committee Officers:

- (i) to delegate any of their functions to sub-committees;
- (ii) to make standing orders, rules and/or regulations and adopt policies consistent with the constitution and the Companies Act to govern proceedings at meetings, the administration of the Company and the use of its seal;
- (iii) to exercise in their capacity as Executive Committee Officers any powers of the Company which are not reserved for Members;
- (iv) to decide all questions and disputes between affiliated clubs which may be sent to them for decision but reserving a right to refer any matter to Badminton England; and
- (v) to send all and any matters which may be brought to the Executive Committee's attention from time to time to Badminton England for review and adjudication.

9. **President and Honorary Life Vice-Presidents**

9.1 The Members at Annual General Meeting may appoint a President and Honorary Life Vice-Presidents of the County Association for services to Badminton within the County.

10. **Sub-Committees**

10.1 The Executive Committee may delegate any of its powers to sub-committees as they shall think fit, and any sub-committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Executive Committee.

10.2 Sub-Committee members shall be appointed by the Executive Committee.

10.3 A sub-committee may co-opt up to four persons who have relevant expertise or abilities for the purpose of that sub-committee. Such co-optees must be members of an **Affiliated Club** but must be in the minority of that sub-committee and will not become voting Members by virtue of their co-option. All co-optees must be approved by the Executive Committee before taking up their role.

10.4 All proceedings of sub-committees must be reported promptly to the Executive Committee.

11. **Benefits and conflicts**

11.1 The property and funds of the Company must be used only for promoting the Objects and do not belong to the Members but, subject to compliance with Article 11.2:

- (a) Members and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Company;
- (b) Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Company; and
- (c) Members and Connected Persons may receive benefits from the Company's objects on the same terms as any other person.

11.2 Subject to Article 11.3, any Executive Committee Officer who becomes a Conflicted Executive Officer in relation to any matter must:

- (a) declare the nature and extent of their interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Executive Committee;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

11.3 When any Executive Committee Officer is a Conflicted Executive Officer, the Executive Committee Officers who are not Conflicted Executive Officers, if they form a quorum without counting the Conflicted Executive Officer and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Executive Officer authorise the Conflicted Executive Officer, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Executive Officer, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third-party information confidential to the Company;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Executive Officer or a Connected Person of any payment or material benefit from the Company; or
- (d) refrain from taking any step required to remove the conflict.

12. **Records and accounts**

12.1 The Executive Committee must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- (a) annual confirmation statements;
- (b) annual reports; and
- (c) annual statements of account.

12.2 The Executive Committee must also keep records of:

- (a) all proceedings at meetings of the Executive Committee and sub-committees;

- (b) all resolutions in writing;
 - (c) all reports of committees; and
 - (d) all professional advice obtained.
- 12.3 Accounting records relating to the Company must be made available for inspection by any Executive Committee Officer at any time during normal office hours.

13. **Membership**

- 13.1 The Company must maintain a register of Members.
- 13.2 **Membership** is open to **Affiliated Clubs** who:
- (a) satisfy the eligibility criteria prescribed in these Articles and are considered to be of good standing in the world of badminton, such that their membership of the Company would not bring the company into disrepute;
 - (b) are properly formed with a Committee and membership rules etc.
 - (c) are fully paid up by having paid both the specified Badminton England affiliation fees as well as the Company's affiliation fees as specified by the Executive Committee from time to time
- 13.3 If either an individual belonging to an Affiliated Club, or an Affiliated Club, or its officers are considered to bring the Company into disrepute, the Company may suspend or withdraw membership of that Affiliated Club immediately.
- 13.4 Both Badminton England's and Company's fees must have been paid in full by the preceding 31st December. If unpaid at that date, or joining later, then the Affiliated Club loses its voting rights for that year to 30th November. If an Affiliated Club has additional playing members during the season the appropriate fees related to the club size will become due immediately or on date of affiliation.
- 13.5 **Membership** is also open to Individuals who confirm their willingness to be appointed, and:
- (a) are elected members of the Company's Executive Committee or are appointed members of a sub-committee at a general meeting;
 - (b) are appointed President or Honorary Life Vice Presidents of the Company.

14. **General meetings**

- 14.1 Voting members at **general meetings** consist of:
- (a) individual Members
 - (b) Affiliated Clubs approved by the Executive Committee – one vote only per Club. Only officers of a Club (as notified to the Company in the manner prescribed by the Executive Committee from time to time) may cast a vote on behalf of that Club.
 - (c) No one person or **Affiliated Club** may hold more than one vote
- 14.2 The Annual General Meeting of the Company shall be held during the month of June each year at which sub-committee Members shall be appointed by the Executive Committee for a term ending at the next Annual General Meeting. Following the appointment of the sub-committee members, the Members will elect members of the Executive Committee in accordance with Article 6, and thereafter any general business shall be transacted.

- 14.3 Any proposed amendment to these Articles must be in the hands of the Secretary eight clear days before the meeting.
- 14.4 The Annual General Meeting shall be called at **14 clear days'** notice. If a special resolution is to be proposed, the notice will set out the terms of the proposed special resolution.
- 14.5 Any notice of a motion, or nominations to the Executive Committee for presentation to the Annual General Meeting must be in writing and be received by the Secretary no later than 30th April. The notice calling the Annual General Meeting shall indicate details of all notices in motion.
- 14.6 A meeting other than the Annual General Meeting shall be called an 'Extraordinary General Meeting' and may be called by:
- (a) the Executive Committee by giving at least 14 clear days' notice; or
 - (b) An officer of at least 20 **Affiliated Clubs** (entitled to vote) by notice to the Secretary in writing including the object for which the meeting is being called. The Secretary shall call the meeting within 28 days of the request and shall give at least 14 clear days' notice of such a meeting.
- 14.7 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Members.
- 14.8 The quorum at a general meeting may be fixed by the Members and unless so fixed shall be fifteen (15) Members.
- 14.9 The chairperson of the Executive Committee will preside as Chairperson at a general meeting, but if they are not present, or is unwilling, the members present will elect a member of the Executive Committee, or failing that, an individual Member of the Association who is present, (either personally or as representing an **Affiliated Club**).
- 14.10 Except where otherwise provided by the Articles or the Companies Act, every issue before a general meeting is decided by **ordinary resolution**.
- 14.11 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll or secret ballot is demanded:
- (a) by the person chairing the meeting; or
 - (b) by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 14.12 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive.
- 14.13 The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
- 14.14 A poll or secret ballot must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll or secret ballot.
- 14.15 Every Member present in person or by proxy has one vote on each issue.

14.16 Except where otherwise provided by the Articles or the Companies Act, a **written resolution** (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

14.17 Members must annually:

- (a) receive the accounts of the Company for the previous financial year;
- (b) receive a written report on the Company's activities including the proposed Company affiliation fees for the next year;
- (c) be informed of the retirement of those Executive Committee Officers who wish to retire;

14.18 Members may also from time to time:

- (a) confer on any individual (with their consent) any honorary title in respect of the Company; and
- (b) discuss and determine any issues of policy or deal with any other business put before them by the Executive Committee.

14.19 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

15. **Proxy notices**

15.1 Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which -

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Executive Committee may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

15.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

15.4 Unless a proxy notice indicates otherwise, it must be treated as –

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

15.5 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given, provided such notice is delivered before the start of the meeting or adjourned meeting to which it relates.

16. Limited liability

The liability of Members is limited.

17. Guarantee

Every Member promises, if the Company is dissolved while they or a Club remains a Member or within one year after they or a Club ceases to be a member, to pay up to £1 towards:

- 17.1 payment of those debts and liabilities of the Company incurred before they or a Club ceased to be a Member;
- 17.2 payment of the costs, charges and expenses of winding up; and
- 17.3 the adjustment of rights of contributors among themselves.

18. Communications

18.1 Notices and other documents to be served on Members or Executive Committee Officers under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post; or
- (c) by suitable Electronic Means; or
- (d) through publication in the Company's newsletter or on the Company's website.

18.2 Notices to Affiliated Clubs will be sent by email to the secretary and / or chair of each Affiliated Club.

18.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- (a) 24 hours after being sent by Electronic Means, posted on the Company's website (if any) or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

19. Dissolution

19.1 If the Company is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied to a similar organisation, as determined by the Members.