



Members Agreement

Dive Ability Limited

**Registered with the Charity Commission of
England and Wales (Registered Charity No.
1143653)**

Members Agreement

of

DIVE ABILITY Limited
(Company limited by Guarantee number:07693605)
A Charity registered in England
Under No. 1143653

1. In these presents the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context.

<u>Words</u>	<u>Meanings</u>
Acts	The Charities Act 1993 as amended by the Charities Act 2006 and any subsequent statutory amendment or re-enactment thereof and the Companies Act 2006.
These presents	This Members Agreement together with any schedules and or annexes and accompanying documents as may be amended from time to time.
Charity	The named Charity shall be Dive Ability .
Company	The company Dive Ability Limited, registered as a private company limited by guarantee at Companies House under No. 7693605 having its registered office at 420-424 Ewell Road, Surbiton, Surrey, KT6 7EH
Officers	The Chairman the Secretary the Treasurer and the Diving Officer.
The Council	The Council for the time being of the Charity including its Officers and Trustees.
M & A	The Memorandum & Articles of Association of Dive Ability Limited
Month	Calendar month.
In writing	Written, printed, facsimile, email and other modes representing or reproducing words in a permanently visible form and durable medium including all documents for the purposes of election of officers

Rules	Rules Bye-Laws and Regulations promulgated by Council under its powers provided herein subject to the M & A.
Trustee	Those persons duly elected to hold such office who shall also be Directors of the Company

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

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

Words importing persons shall include corporations.

This Members Agreement must be read in conjunction with the M&A. This Agreement and the M&A set out the terms of contract between you and the Charity detailing your rights as a member. It is, therefore, very much in your interests to read it carefully. Please refer to the Trustees if there is anything which you do not understand.

This Members Agreement is to be construed in accordance with English law as contained in the Acts and in the event of a conflict between this Agreement and the Acts, such Acts shall prevail.

In the event of a conflict between this Members Agreement and the M&A the M&A shall take precedence.

2. Reference herein to any provision of the Acts shall be a reference to such provision as modified by any statute for the time being in force.

MISSION STATEMENT

Dive Ability is a member led scuba diving charity committed to enabling people with disabilities or disadvantages to discover the adventurous world of scuba diving. Achievement is realised through regular educational pool sessions, diving excursions and holidays with specialist support and equipment provided, offering positive scuba diving experiences to all.

OBJECTS

3. (A) The Charity is established for the objects set out in the M&A of the Company and as expressed here namely:-
 1. To provide or assist in the provision of recreational facilities for participation in scuba diving and similar water based activities

for people with disabilities or who are in need due to social or economic disadvantages with the object of improving their conditions of life;

2. The advancement of education for the public benefit by the provision of certified training in scuba diving.

(B) In addition **Dive Ability** supports a policy of equal opportunity and diversity.

4. Any kind of activity which **Dive Ability** either expressly or by implication is authorised to undertake may subject nevertheless to the provisions of these presents be undertaken by Council at such times or time as it may consider expedient and further may be suffered by it to be put into abeyance (whether such kind of activity may have been actually commenced) or to be proceeded with.

THE TRUSTEES

5. (A) The Trustees as elected, are jointly and severally empowered and entrusted to hold the trust fund and its income upon trust and to apply the same in furtherance of the Objects set out herein and as more particularly set out in the M&A of the Company.

(B) Each Trustee shall be a voting member as provided for in Article 10 and shall also be a Council member. As such each is subject to the Articles herein as to election, retirement and removal.

(C) The Trustees are also subject to provisions of the Acts and the direction and guidance of the Charity Commission. They have a duty to Council and the members to ensure **Dive Ability** complies with the Acts and shall report immediately to the Commissioners any act or omission by Council that may constitute a breach of such provisions.

(D) The day to day running of **Dive Ability** has been delegated to the elected Council. However responsibility for ensuring the furtherance of the charitable objectives and compliance with all relevant legislation remains with the Trustees.

TRUSTEE POWERS

6. (A) The Trustees may amend any provision contained in this Members Agreement provided that:
 - (1) No amendment may be made that would have the effect of making the Charity cease to be a Charity at law.
 - (2) No amendment may be made to alter the Objects if the change would not be within the reasonable contemplation of the members of or donors to the Charity.
 - (3) No amendment may be made to Charitable Objectives without the written consent of the Charity Commission.
 - (4) Any provision to this Members Agreement may be amended (subject to points 1,2 &3 above) provided that such amendment is made by resolution passed by a simple majority of the members present and voting at a general meeting.
- (B) A copy of any Resolution amending this Members Agreement shall be sent to the Charity Commissioners within 21 days of it being passed.

DIVERSITY & EQUALITY STATEMENT

7. **Dive Ability** seeks to recruit, motivate, and develop outstanding people from a range of backgrounds as partners in the roles of trainers, learners and other participants who will work together to achieve common objectives. Diversity expresses itself in many different ways – in age, gender, race, culture, sexual orientation, religion, belief, education, physical ability, personality, experiences and approaches to social interaction. **Dive Ability** aim to maximise everybody's potential by harnessing these differences and creating a productive environment in which all are valued, where our talents are fully utilised and the Charity's goals are achieved.

The Trustees recognise that they have moral and social responsibilities that go beyond the provisions of the various Acts of Parliament and Regulations, and that they should support and contribute to the wider process of change through all aspects of the Charity's work and practices in order to eliminate discrimination and promote equality and diversity.

Equality and diversity are central to the work of the Charity, which will, through its Trustees achieve and realise these standards by:

- Sustaining, regularly monitoring, evaluating and continually improving its services to ensure equality and diversity principles and best practice are

embedded in our performance to meet the needs of individuals and groups.

- Working together with the community to provide accessible and relevant service provision that responds to partner's needs.
- Ensuring volunteers and trustees are representative of the community served and that any and all policies are fair and robust.
- Responding to volunteer's & partners' needs and encouraging their development to increase their contribution to effective service delivery.
- Recognising and valuing the differences and individual contribution that all people make to the Charity.
- Challenging discrimination.
- Providing fair resource allocation.
- Being accountable.

MEMBERSHIP

8. The present members and such other persons as shall be admitted to membership in accordance with these presents and no other shall be members of **Dive Ability** (subject as hereinafter provided) and shall be entered in the Register of Members. All members shall be bound by this Members Agreement and shall further assume all obligations as set out in the M&A.
9. Except in the case of Honorary or Corporate Members appointed by Council it shall be a condition of membership that the applicant shall have been accepted as a member of **Dive Ability** and shall have paid to **Dive Ability** the subscription appropriate to the applicant's Membership.
10. (A) Subject to Article 32 (A)(7) there shall be 5 categories of Membership of **Dive Ability**.
 - (1) Full Diving Membership for which any person of 18 years or over shall be eligible.
 - (2) Associate Membership for which any person shall be eligible but which shall not entitle such a member to take part in snorkelling or any other activity involving his use of a breathing set.
 - (4) Honorary Life Membership which shall be conferred solely by the Council and for which any person shall be eligible.

- (5) Honorary Membership which shall be conferred solely by the Council and for which any person shall be eligible.
 - (6) Corporate Body Membership which shall be conferred solely by Council and for which National Bodies or organisations with appropriate objects shall be eligible.
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- 11. Council shall be entitled to elect (by a 2:1 majority) Honorary Life Members and Honorary Members with such qualifications and such privileges and subject to such limitations as Council shall from time to time determine PROVIDED THAT the number of such members shall not exceed three per cent of the total membership.
 - 12. Every application for membership shall be in the form and accompanied by such information concerning the applicant as Council may require together with an undertaking that if accepted the applicant shall conform with these presents and such application shall be considered and acceptance be determined by Council.
 - 13. All members shall pay to **DIVE ABILITY** on being accepted to membership such initial and thereafter such annual or other periodical subscription as shall be established from time to time by Council PROVIDED THAT all subscriptions shall be payable at such time in such manner and in respect of such period as Council shall determine. Admission to membership is subject to approval by the Directors.
 - 14. Council may at any time require any member to give to Council orally at a meeting of Council or in writing particulars or explanations in regard to any act alleged to have been done or omitted by such member which in the opinion of Council constitutes a breach of such member's obligations under these presents or is calculated to be prejudicial to the interests of **DIVE ABILITY** or its members collectively. Where such particulars or explanations are required in writing Council shall permit such member and any witnesses he may call to be heard at a meeting of Council. Any requisition under this Article shall be made by notice in writing accompanied by a copy of this and the next following Article to the member in question and shall specify the date being not less than seven days from the date of notice within which such member is required to comply therewith by attendance at a meeting of Council or by an explanation in writing as the case may be.
 - 15. (A) Any member may be excluded from **DIVE ABILITY** by resolution of Council by a two thirds majority PROVIDED THAT no member shall be excluded from **DIVE ABILITY** unless the member in question has first presented Council particulars and explanations of any acts alleged to have been done or omitted by such member in accordance with the provisions of the last foregoing Article and

PROVIDED THAT any Officer or Member of Council so excluded or required to resign from Council shall if he so wishes be permitted to address the next following Annual General Meeting in the same regard.

- (B) No person who has been excluded from **DIVE ABILITY** by virtue of Article 15(A) shall on any application for membership be re-admitted as a member except by resolution of Council by a two thirds majority.
 - (C) Any person refused or excluded from membership shall be informed in writing of the reasons within 21 days of the decision. Any such person may make representation in writing to the Trustees. The Trustees must consider such representations and their decision must be notified in writing but shall be final.
16. A member shall immediately cease to be a member upon the happening of any one of the events following, namely:-
- (1) If he shall not pay within one month any subscription due.
 - (2) If he shall be excluded from **DIVE ABILITY** under the provisions of Article 15 hereof.
17. A register shall be kept by **DIVE ABILITY** containing the names and addresses of all the members together with such other particulars as may be required.
18. Any member who for any cause whatsoever shall cease to be a member shall have no claim whatsoever upon **DIVE ABILITY** or the undertaking or assets thereof and shall not be entitled to be repaid any part of the subscriptions paid by such member to **DIVE ABILITY** unless Council in its absolute discretion shall otherwise determine but such member notwithstanding that he has ceased to be a member shall remain liable for and shall pay to **DIVE ABILITY** all the moneys which at the time when he ceased to be a member may have been due from him to **DIVE ABILITY** under any of the provisions of these presents or which may become payable by him by virtue of his liability under the Members Agreement. However upon ceasing to be a member there shall be no further on-going guarantee obligation to the Company.
19. Any member who for any cause whatsoever shall cease to be a member shall immediately discontinue the use of any logo, promotional items or device of **DIVE ABILITY** printed or impressed on any document or other material or any other indication of membership of **DIVE ABILITY** and shall not make any use of the name or purport to use the authority of **DIVE ABILITY** and shall forthwith return to the Secretary any property of **DIVE ABILITY** then in his possession.

DUTIES OF MEMBERS

20. Every member of **DIVE ABILITY** shall be bound to act in the best interests of **DIVE ABILITY** including promoting and abiding by the objects and shall observe all the Rules of **DIVE ABILITY** and shall undertake not to bring or join in bringing any action claim or other proceeding against **DIVE ABILITY** its Officers or members on account of their bona fide actions not contrary to these presents and carried out in the course of furthering the objects of **DIVE ABILITY**.

COUNCIL

21. The Management of **DIVE ABILITY**'s day to day affairs shall be vested in a Council comprising not less than five (one of whom must be a Trustee) and not more than eleven persons elected together with any persons appointed or co-opted in accordance with the provisions of these Articles.
22. (A) The Council shall consist of:-
- (1) Four elected Officers namely the Chairman and Secretary and Treasurer and Diving Officer who shall all be entitled to vote.
 - (2) The Trustees as elected all of whom shall all be entitled to vote.
 - (3) Such Honorary Members of Council as may be appointed of whom only the Patron shall be entitled to vote.
 - (4) Members co-opted under the provisions of these Articles (those co-opted under Article 28 not being entitled to vote).
 - (5) Those persons who are Members of Council in accordance with Article 22(D).
 - (6) Any person who is appointed "Business Director" pursuant to Article 32(A)(6).
- (B) Subject to Article 22(C):-
- (1) No person shall be elected Diving Officer unless at the time of such election such person holds the qualification of Instructor, or higher in his primary dive certification body.
 - (2) No person shall be elected Treasurer unless at the time of such election such person can demonstrate to the satisfaction of the Council that he has the appropriate financial/accounting experience and expertise to enable him

properly to discharge the function of Treasurer of **DIVE ABILITY**.

- (C) In the event that upon any election held to appoint a person to either of the offices of Diving Officer or Treasurer, no person meeting the requirements of Article 22(B)(1) (in the case of Diving Officer) or 22(B)(2) (in the case of Treasurer) shall be willing to stand for election, the existing Council (as comprised prior to such election) may (subject to any restrictions contained in Article 27) appoint any person (being a member of **DIVE ABILITY**) to the Office in question, any such appointment to be for such period and upon such terms as Council (as so comprised) may determine. In the event that, pursuant to this Article 22(C), any person is appointed Diving Officer or Treasurer for a period expiring prior to the date upon which the next succeeding election of Officers is to occur pursuant to these Articles, Council shall at the relevant time make such arrangements as it shall consider appropriate for an election of the relevant Officer, or a further appointment by Council of such Officer, to serve as from the expiry of such period until the date upon which the next succeeding election of Officers and members of Council is to occur pursuant to these Articles (or such earlier date as Council may specify). Any Diving Officer or Treasurer appointed pursuant to this Article 22(C) shall be entitled to vote in the same manner as if elected.
 - (D) The appointment of the Trustees and a Patron shall be by a 2:1 majority of the voting Members of Council. The appointment shall be for a term of not more than three years. The Trustees and the Patron shall be voting members of the Council and shall be eligible for re-appointment.
 - (E) All Officers and all other members of Council referred to in Article 22(A) who are elected at the 2011 Annual General Meeting or at any subsequent Annual General Meeting shall serve a period commencing on their date of election and expiring at the Annual General Meeting following the Annual General Meeting at which they are so elected and shall retire at such latter Annual General Meeting.
23. A member of Council retiring at any meeting shall retain office until the close of the meeting or any adjournment thereof.
24. (A) No person shall be eligible to be an elected Officer or elected member of Council who:-
- (1) Is under the age of 18 years.
 - (2) Is not a voting member of **DIVE ABILITY**.

- (3) Save as specified in Article 32(A)(6), is a paid employee of **DIVE ABILITY** or is a person whose main source of income is derived from **DIVE ABILITY**.
25. (A) In advance of any Annual General Meeting at which the Officers and Council Members are to retire pursuant to Article 22(E), all voting members of **DIVE ABILITY** shall be invited in writing to nominate themselves to serve as Officers or as elected members of Council. Such invitation shall be made not later than the accounting reference date to which the Accounts to be laid before such Annual General Meeting are to be made up and all such nominations shall be in writing and shall be despatched so as to be received by the Secretary at the Office not later than the date falling one month after such accounting reference date.
- (B) The names of all persons so nominated who would be eligible if elected shall be entered on a ballot paper in alphabetical order and not less than twenty eight days before the date fixed for the Annual General Meeting a ballot paper shall be sent out to each Member of **DIVE ABILITY** entitled to vote. Ballot papers duly marked shall be returned to the Office so as to arrive not later than fourteen days prior to the date fixed for the Annual General Meeting.
- (C) The candidates successful in the ballot shall be announced at the meeting and shall be Members of Council or Officers.
26. In the absence of competing candidates for any Office or membership of Council unopposed qualified candidates shall be deemed to have been elected as if by ballot.
27. (A) No person may be elected to hold more than one Office at any one time.
- (B) Any retiring Officer or member of Council may stand for and be elected to Council and in the case of an Officer to the same Office from which he or she is retiring PROVIDED THAT:-
- (1) No individual may hold the same Office for a continuous period (all of which falls on or after the 2011 Annual General Meeting) in excess of three years (or, if longer, the period from the date of his appointment until the date of the third Annual General Meeting thereafter) provided that no period during which an individual serves as an Officer other than as a result of election in accordance with these Articles shall count towards any period of continuous holding of an Office for the purposes of this Article 27(B)(1); and
- (2) No individual elected as a member of Council (other than a non voting member) at, or at any time after, the 2011 Annual

General Meeting may serve as a member of Council (whether or not an Officer) for a continuous period (all of which falls on or after the 2011 Annual General Meeting) in excess of three years (or, if longer, the period from the date of such election until the date of the third Annual General Meeting thereafter) provided that no period during which an individual serves as a member of Council other than as a result of election in accordance with these Articles shall count towards any period of continuous service for the purposes of this Article 27(B)(2); and

- (3) Any individual who retires from the Council having served for the maximum continuous period permitted pursuant to Article 24(B)(2) shall not be eligible for election to the Council (other than as a non voting member) for a period of one year after such retirement (or, if shorter, the period commencing on the date of such retirement and expiring on the date of the first Annual General Meeting thereafter) provided that nothing in this Article 27(B)(3) shall prevent Council appointing or co-opting any such individual as a member of Council pursuant to any provision of these Articles.
- (C) Save as specified in Article 27(B), retiring members of Council (including Officers) shall not, upon retirement be ineligible for re-election to the Council (or to any Office).
28. Council may appoint as co-opted member of Council any person or any member of any organisation having in the opinion of Council community of interests with **DIVE ABILITY** PROVIDED THAT the number of Co-opted Members so appointed shall never exceed half the number of elected members. Any member so co-opted shall retire from office at the conclusion of the next Annual General Meeting but thereafter may subject to the other requirements of this Article being met again be co-opted to serve on Council.
29. (A) Officers and other elected members of Council may retire at any time during the term of their appointment by giving written notice to Council of their intention so to do.
- (B) In the event of the retirement of an Officer or other elected member of Council otherwise than upon expiry of their term of appointment in accordance with Article 22(E) Council may:-
- (1) Assign the duties of the retiring Officer or member of Council to another elected member of Council who is willing to take on such duties; or
 - (2) Co-opt onto the Council, to perform the duties of the retiring Officer or member of Council any person who is a Member of

DIVE ABILITY and who is willing to be so co-opted (and any person so co-opted shall be a voting member of Council).

In either case upon such terms as Council may determine.

- (C) Any person co-opted as referred to in Article 29(B)(2) shall retire from Council at the Annual General Meeting next following the date of such co-option, but shall, if willing and able (pursuant to the provisions of these Articles) to continue in Office and (subject to the restrictions contained in Article 27) be eligible for re-appointment at such Annual General Meeting. If any such person is not willing or able to stand for re-appointment, the provisions of Article 29(B) shall apply.
30. Unless and until otherwise determined by a General Meeting of **DIVE ABILITY** (and subject as provided in Article 32(A)(6) the members of Council shall not be entitled to any remuneration for their services as such members but Council may authorise the payment by **DIVE ABILITY** of any reasonable and proper out of pocket expense incurred by any member of Council in the performance of his duties in connection with the affairs of **DIVE ABILITY** and of reasonable and proper remuneration for necessary technical or professional services to **DIVE ABILITY** which would otherwise have required the employment of an independent contractor.
31. (A) The Office of a Trustee, Treasurer, Secretary or Chairman shall be vacated:-
- (1) If a Receiving Order is made against him or he makes any arrangement or composition with his creditors;
 - (2) If he becomes of unsound mind;
 - (3) If being an elected member of Council he ceases to be a voting member of **DIVE ABILITY**;
 - (4) If by notice in writing to **DIVE ABILITY** he resigns his office;
 - (4) If he is removed from office by resolution duly passed by Council and confirmed by the Trustees.

POWERS OF COUNCIL

32. (A) Without derogation from the general powers of management and the particular powers conferred upon it by the M&A of the Company, Council shall have power:-
- (1) To promulgate amend revise and amplify such Rules ancillary to this Agreement and the M&A not being

inconsistent with the aforementioned as it may consider necessary or desirable in connection with the conduct of the activities of members of **DIVE ABILITY** the maintenance of the highest standards of safety in all underwater activities or other matters within the scope of the objects of **DIVE ABILITY** and to interpret and give rulings upon Rules. A copy of all Rules shall be available for inspection at the Office.

- (2) Generally to exercise all such powers of **DIVE ABILITY** and to do so on behalf of **DIVE ABILITY** all such acts as may be exercised or done by **DIVE ABILITY** not requiring to be exercised by the Trustees or **DIVE ABILITY** in General Meeting or are inconsistent with the provisions of these Articles.
- (3) To hold meetings at such times and in such places as it may think fit and not less than once in each quarter.
- (4) To appoint/fix the remuneration of and dismiss paid staff of **DIVE ABILITY**.
- (5) To appoint, determine the terms of reference of and dissolve such committees, sub-committees and working groups as it may think fit under the terms of Article 50.
- (6) To appoint such person as it may consider appropriate as a full time Director of **DIVE ABILITY** who shall be an employee of **DIVE ABILITY** (or of any subsidiary of **DIVE ABILITY**) and who shall be known as the "Business Director"
PROVIDED THAT:-
 - (a) Any such appointment shall be upon such terms, including as to duration of such appointment and remuneration, as Council may determine; and
 - (b) Any person holding Office as Business Director shall be a member of the Council and shall be entitled to vote, but shall not, for the avoidance of doubt, be subject to the provisions of Articles 24 and 27.
- (7) To create such new classes of Membership of **DIVE ABILITY**, in addition to those specified in Article (10)(A), carrying such rights and being subject to such restrictions and eligibility criteria, as it may think fit.

The members of Council may act notwithstanding any vacancy in their body PROVIDED THAT if the number of members of Council shall at any time be reduced below the limit prescribed by Article 21 they shall act as the Council only to admit persons to membership of **DIVE ABILITY**, fill vacancies in Council or to convene a General Meeting and for no other purpose.

PROCEEDINGS OF COUNCIL

33. (A) (1) Council may meet for the despatch of business and adjourn and regulate their meetings in such manner as the members of Council may think fit.
- (2) Three elected Council members and one Trustee shall be a quorum.
- (3) Questions arising at a meeting shall be decided by a majority of votes and in the case of an equality of votes the Chairman shall have a second or casting vote.
- (4) All Council members shall be entitled to receive seven days notice of Council Meetings.
- (B) A meeting of Council may be summoned by a written notice to that effect signed by at least two members of Council and delivered to the Office addressed to the Secretary.
34. The chair at Council Meetings shall be taken by the Chairman or in his absence the Secretary or if neither is present the members of Council present shall choose one of their number to be Chairman of the meeting.
35. (1)
36. Council shall cause proper Minutes to be made of all proceedings of all General Meetings of **DIVE ABILITY** and of Council and of committees of Council and every such Minute if purported to be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting of the same body shall be sufficient evidence without any further proof of the facts therein stated.
37. All acts bona fide done by any member of Council shall be valid notwithstanding that it be afterwards discovered that there was some defect in the appointment of such person or that he was disqualified save for any ultra vires acts where if required, the approval by Trustees was not sought in advance

38. (A) No alteration of substance shall be made to the rules governing diving qualifications and standards unless previously discussed and approved at a meeting of Diving Officers and all members who are Dive Instructors and above present. An agenda and details of such proposed alteration shall be circulated to all relevant members at least fourteen days before the meeting exclusive both of the day on which notice is served or deemed to be served and the day of the meeting.

GENERAL MEETINGS

39. (A) Every year **DIVE ABILITY** shall within six months of the end of the Accounting Reference Period hold a General Meeting as its Annual General Meeting (in addition to any other meetings in that year) which shall be held at such time and place as Council shall appoint. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
- (B) Not more than 15 months shall elapse between successive Annual General Meetings.
40. (A) Council may call an Extraordinary General Meeting whenever it shall think fit and shall do so on a requisition as provided for by Article 40(B).
- (B) The Trustees shall within twenty one days after receiving a requisition in writing to do so signed by at least 30% of all voting members and giving the reason therefore proceed to convene an Extraordinary General Meeting. Such meeting shall be arranged for a date not later than three months after the date of such requisition.
41. No member shall be entitled to bring any special business (as defined in Article 46) before any General Meeting unless he shall have given notice in writing of such special business to the Secretary so as to be received by him at the Office:-
- (1) In the case of an Annual General Meeting not later than the date falling one month after the accounting reference date to which the Accounts to be laid before such meeting will be made up;
- (2) In the case of an Extraordinary General Meeting not less than thirty days before the date of the Extraordinary General Meeting;

and in any such case the Secretary shall in the notice convening the General Meeting at which such special business is to be considered give notice of such special business to all persons for the time being entitled under these presents to receive notice of General Meetings.

42. Meetings convened for the purpose of passing special resolutions and to Annual General Meetings (which both require at least twenty one days' notice) advance notice shall be given in the following manner (exclusive both of the day on which the notice is served or deemed to be served and of the date of the meeting):-

- (1) In the case of an Annual General Meeting at least sixty days before the Annual General Meeting;
- (2) In the case of an Extraordinary General Meeting at least fourteen days before the Extraordinary General Meeting;

specifying the place the day and the hour of the Meeting and in case of special business the general nature of such business to voting members and such other persons (including the auditors) as are for the time being entitled or under these presents to receive notice of General Meetings PROVIDED THAT with the written consent of the voting members a meeting may be convened on such shorter notice and in such manner as such members may think fit. The accidental omission to give notice to, or the non-receipt of such notice by any person entitled to receive the same shall not invalidate the proceedings at any General Meeting.

43. (A) The Secretary shall accept motions from Council and voting members. Motions submitted by a voting member shall be seconded by at least four voting members.

(B) Motions shall be submitted in writing to the Secretary at the Office so as to be received by him:-

- (1) In the case of motions submitted for consideration at an Annual General Meeting not later than the date falling one month after the accounting reference date to which the Accounts to be laid before such meeting will be made up;
- (2) In the case of motions submitted for consideration at an Extraordinary General Meeting not later than thirty days prior to the date of the meeting.

44. If voting members wish to put before an Annual General Meeting amendments to motions they shall give notice in writing to the Secretary two weeks before the date of the meeting. Amendments admitted by voting members shall be seconded by at least four voting members.

PROCEEDINGS AT GENERAL MEETINGS

45. The business referred to hereunder shall be transacted at an Annual General Meeting:-

- (1) The presentation of the Minutes of the previous Annual General Meeting and of any Extraordinary General Meeting held since.
 - (2) The appointment of Tellers for any poll or show of hands which may be required.
 - (3) The Chairman's Address.
 - (4) The Secretary's Report.
 - (5) The Treasurer's Report, the Report of the Auditors and adoption if approved of the Audited Accounts and Balance Sheet for the year past.
 - (6) The Diving Officer's Report.
 - (7) Where appropriate, declaration of the results of the election for the Officers and other members of the Council for the ensuing year.
 - (8) The appointment of Auditors for the ensuing year and the fixing of their remuneration.
 - (9) The consideration of motions of which due notice has been given.
 - (10) Such other business as the Chairman may allow PROVIDED THAT this shall not empower the Chairman to treat as ordinary business under this Article business which would otherwise fall to be treated as special business.
46. All business shall be deemed to be special that is transacted at an Extraordinary General Meeting and all that business (save such as is specified in Article 45 hereof) which is transacted at an Annual General Meeting.
47. (A) 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. Save as herein otherwise provided the number of members being a quorum shall be:-
- (1) In the case of an Annual General Meeting 50 % of voting members there in person or by proxy;
 - (2) In the case of an Extraordinary General Meeting 75% of voting members there in person or by proxy.

VOTES OF MEMBERS

48. (A) No member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to **DIVE ABILITY** have been paid.
- (B) On a poll, votes may be given either personally or by proxy. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (c) One vote per member in person or by proxy.
49. In the case of an equality of votes the majority vote of the Trustees shall represent the casting vote.
50. The Chairman of the meeting may with the consent of any quorate meeting (and shall if so directed by the meeting) adjourn a meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid the members shall not be entitled to any notice of any adjournment or of the business to be transacted at an adjourned meeting.
51. At any General Meeting a motion put to the vote of the meeting shall be decided by a poll.
52. A poll shall be taken in such manner as the Chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was taken.

THE ACCOUNTS

53. (A) Council shall cause accounting records to be kept in accordance with the requirements of proper accounting practice and such records shall include:-
- (1) All sums of money received and expended by **DIVE ABILITY** and the matters in respect of which such receipts and expenditures take place;
 - (2) A summary of all sales and purchases of goods by **DIVE ABILITY**; and
 - (3) The assets and liabilities of **DIVE ABILITY**.

- (B) Proper books shall not be deemed to be kept if there are not kept such books of Accounts as are necessary to give a true and fair view of the state of **DIVE ABILITY**'s affairs and to explain its transactions.
54. (A) The accounting records and books of Account shall be kept at the Office or at such other place or places as Council may think fit and shall always be open to the inspection of members of Council.
- (B) Council 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 **DIVE ABILITY** or any of them shall be open to inspection of members of **DIVE ABILITY** not being members of Council and no member of **DIVE ABILITY** (not being a member of Council) shall have any right of inspecting any Account or book or document of **DIVE ABILITY** except as authorised by Council or by **DIVE ABILITY** in General Meeting.
55. At least once in every year within six months of the end of the accounting reference period of **DIVE ABILITY** Council shall lay before **DIVE ABILITY** in General Meeting an Income and Expenditure Account made up to the end of such accounting reference period and a Balance Sheet made up as at the same date containing all such particulars with regard to the capital and assets and the liabilities of **DIVE ABILITY** as are required by proper accounting practice.
56. Every such Balance Sheet as aforesaid shall be signed on behalf of Council by two members of Council and shall be accompanied by a report of Council as to the state of **DIVE ABILITY**'s affairs and the report of **DIVE ABILITY**'s Auditors.
57. A copy of every Income and Expenditure Account Balance Sheet and Report which is to be laid before **DIVE ABILITY** in General Meeting shall be sent to the Auditors. The Auditor's Report shall be open to inspection and be read before the meeting.

AUDIT

58. Once at least in every year the Accounts of **DIVE ABILITY** shall be examined and the correctness of the Income and Expenditure Account and Balance Sheet ascertained by one or more properly qualified Auditors.

NOTICES

59. (A) A notice may be served by **DIVE ABILITY** upon any member either personally or by properly sending it through the post in an envelope

addressed to such member as his address appearing in the Register of Members.

- (B) Any notice if served by post shall be deemed to have been served on the day following that on which the envelope containing the same is put into the post and in proving such service it shall be sufficient to prove that the envelope containing the notice was properly addressed and sent by post.

DISSOLUTION

60. A motion calling for the dissolution of **DIVE ABILITY** shall be put only at an Extraordinary General Meeting convened for the purpose and at which special proxies only shall be used and shall be passed only by a 75% majority of votes cast by not less than 50% of the members of **DIVE ABILITY** who are entitled to vote. Any assets remaining after the satisfaction of all proper debts and liabilities shall be given to such other charity or charities preferably having objects similar to those of the Charity as the Charity shall decide.

INTERPRETATION

61. The Trustees shall determine any question as to the interpretation of these presents and may rule for any occurrence not provided for in these presents.

IN WITNESS whereof the various persons named and shown below, as Trustees have set their hand:

Signed as a Deed

Name

Witness signature

Name

Address

Signed as a Deed

Name

Witness signature

Name

Address

Signed as a Deed

Name

Witness signature

Name

Address

Signed as a Deed

Name

Witness signature

Name

Address