



## CONSTITUTION AND RULES

### **1 NAME**

**1.1** The name of the Association shall be:

**THE NATIONAL COURIER AND DESPATCH ASSOCIATION.**

### **2 THE AIMS OF THE ASSOCIATION**

**2.1** The aims of the Association shall be:

- 2.1.1 To maintain a national network of independent courier companies, providing an infrastructure for competitive same-day delivery services throughout the United Kingdom.
- 2.1.2 To extend and improve the existing network as required by the addition of new or replacement members in locations where no member exists or where additional membership would benefit the Association.
- 2.1.3 To provide meetings, seminars etc, to discuss topics of mutual interest, to inform and update members about recent developments in the industry.
- 2.1.4 To encourage inter-trading between members to increase mutual profitability.
- 2.1.5 To promote and maintain higher standards and quality of service throughout the Association.
- 2.1.6 To promote the Association.
- 2.1.7 To seek other business for the benefit of membership.
- 2.1.8 To seek and create advantageous purchasing opportunities for the benefit of the membership.
- 2.1.9 To protect the interests of members.
- 2.1.10 To generate an atmosphere of mutual trust and co-operation amongst members.

### **3**      **THE POWERS OF THE ASSOCIATION**

#### **3.1**      The Executive Committee shall have the following powers:

- 3.1.1      To carry on any trade or business whatever which can, in the opinion of the Executive Committee to the advantage of the aims of the Association.
- 3.1.2      To enter into, undertake and perform agreements, contracts and sub-contracts.
- 3.1.3      To expend money belonging to the Association in order to carry out any plans which it may have.
- 3.1.4      To invest and deal with the moneys of the Association not immediately required in such a manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.1.5      To do all or any of the things and matters in this clause in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.1.6      To engage any person or persons for any reason that the Executive Committee thinks fit.
- 3.1.7      To enter into any arrangement with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Association's aims or any of them.
- 3.1.8      To incorporate and promote any Company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Association or of undertaking any business or operations which may appear likely to assist or benefit the Association or to enhance the value of any property or business of the Association
- 3.1.9      To do all such other things as may be deemed incidental or conducive to the attainment of the aims of the Association.

AND so that:

- 3.2**      The powers in this Constitution and Rules shall be given the widest interpretation unless otherwise specified.
- 3.3**      Each of the powers in this Constitution shall be treated as being equal and separate.

### **4**      **TYPE OF MEMBERSHIP**

#### **4.1**      Membership will be applied in the following categories: -

- 4.1.1      **Full** - a location where normal levels of business may be expected.

- 4.1.2 **Additional Offices** - available to existing Full Members at an additional location. Membership is restricted to a maximum of four offices.
- 4.1.3 **Affiliate** – the Executive Committee may grant membership to any company or individual if it is believed that membership would be of benefit to the Association

## **5 CRITERIA FOR MEMBERSHIP**

### **5.1 Provisional Membership**

Will be offered to any courier company making a formal application provided they are able to meet the following criteria; -

- 5.1.1 The applicant must be an independent courier company operating a same-day courier service as their principal activity. A franchisee of a national group of courier companies or a branch office of a national group would not normally be eligible for membership.
- 5.1.2 Unless any Full member of the Association can provide any reasonable objection for withholding membership supported by credible evidence in writing.
- 5.1.3 The applicant agrees to abide by the Code of Practice and Constitution & Rules of the Association and maintain the Aims of the Association.
- 5.1.4 A satisfactory inspection if deemed necessary by the Administrator of the applicant's premises vehicles and management systems by a representative of the Association appointed by the Executive Committee or Administrator. The Association and its representatives will treat all information that is of a sensitive nature in strictest confidence.
- 5.1.5 The subscription required is paid on the due date.
- 5.1.6 New members will be regarded as Provisional Members for twelve months from the date of joining.
- 5.1.7 Following the probationary period membership will convert to Full Member status unless objections are received – in this instance, refer to Section 8.
- 5.1.8 Provisional and Affiliate Members are not entitled to vote.

### **5.2 Full Membership**

Full membership will be offered to a Provisional Member provided they: -

- 5.2.1 Have successfully completed the probationary period.
- 5.2.2 Continue to meet the criteria laid down by the Association.

5.2.3 Membership may be withdrawn if the Executive Committee decide that action taken by the member is in breach of the Association's Constitution & Rules, Code of Practice or in the opinion of the Committee is in any way likely to bring the Association into disrepute.

**6. VOTING RIGHTS**

- 6.1 Provisional and Affiliate members are not entitled to vote.
- 6.2 All Full Members will have one vote per company at any EGM or AGM.
- 6.3 All Executive and National Committee members are entitled to one vote at Executive or National Committee Meeting.
- 6.4 If a company has more than one office subject to 4.1.2 shown on the NCDA membership list, then it shall be entitled to one vote per company at any Meeting.

**7. NEW MEMBERSHIP APPLICATIONS**

- 7.1 All applications for membership will be posted via individual email, NCDA Newsgroup and NCDA Website. Objections to be made in writing within 48 hours.
- 7.2 To assist the Administrator with the selection and procedures for processing new members, the Executive Committee may act as advisors/arbitrators when required.

Applicants will provide:

- 7.2.1 A signed undertaking to abide by the Constitution & Rules and Code of Practice of the Association.
  - 7.2.2 A copy of most recent accounts and satisfy appropriate credit checks or trade references if required by the Association.
  - 7.2.3 A copy of their current Goods in Transit insurance or in the event of self-insurance evidence that a formal procedure exists for indemnifying other members against financial loss arising from a Goods in Transit claim and that this is acceptable to the Executive Committee.
  - 7.2.4 Advance payment of the appropriate membership subscription fees.
- 7.3 If an Applicants financial accounts are requested they will be examined by and subject to the approval of the Administrator or Treasurer. Providing items 7.2.1 to 7.2.4 above are approved and no membership objection has been received, twelve-month Provisional membership will be confirmed in writing by the Administrator. The Provisional member will be provided with a new member pack and details of their membership circulated to all members via Email or

the following Newsletter.

7.4 Provided there are no valid objections from Full members during the Provisional membership period, Full membership will be confirmed and published as soon as possible after expiry of the twelve month Provisional membership period.

7.5 In the event of an objection to the outlined selection procedure, the Administrator will be required to examine any evidence submitted before reaching a decision. The Executive Committee will be consulted and if deemed necessary asked to vote. If the objection is overruled the Applicant may appeal to the Executive Committee. Any application for appeal must be submitted in writing to the Administrator. The Appellant will be given 28 days written notice of the date of hearing and the appellant or his representative must appear before the Executive Committee. The Executive Committee will examine the evidence and the judgment of this meeting will be final.

## **8. OBJECTIONS TO MEMBERSHIP**

8.1 Objections to Provisional membership by a Full member may be made in the following circumstances: -

8.1.1 When canvassed by a representative of the Association appointed by the Executive Committee or Administrator.

8.1.2 On publication of a Provisional membership application.

8.1.3 At any time during the Provisional membership period.

8.2 All objections, including any initially raised verbally, must be confirmed in writing on company headed notepaper detailing the reason(s) for objection to Provisional membership being offered or converted to Full membership. The objection must be supported by credible evidence.

8.3 In the event of any conflict involving the objection procedure or any appeal against refusal of Provisional membership or conversion to Full membership; the Executive Committee will be required to examine any evidence submitted before reaching a decision. If the objection is overruled the Full member

**Or Applicant** may apply for an appeal before the Executive Committee. The application for an appeal must be submitted in writing to the Administrator. The Appellant will be given 28 days written notice of the date of hearing and the appellant or his representative must appear before the Committee. The Committee will examine the evidence or argument and the judgment of this meeting will be final.

**9. RESIGNATION, SUSPENSION OR EXPULSION OF MEMBERS**

- 9.1 Any Member may resign from the Association by giving one calendar months' notice in writing to the Administrator. The Administrator will acknowledge receipt of the notice and acceptance of resignation will be confirmed in writing.
- 9.2 If a member company changes ownership or there is a significant change of company structure the company must inform the Administrator in writing. Membership will then normally revert to Provisional Membership and be subject to the provisions of Section 4. In certain circumstances, the Executive Committee may cancel membership if they deem this to be in the best interest of the Association.
- 9.3 If a member company ceases to trade, is wound-up, enters into voluntary liquidation or receivership or enters into a voluntary arrangement with their creditors their membership will be immediately terminated unless the Executive Committee deems continued membership to be in the best interest of the Association and its members. In these circumstances, it is the duty of the Association to inform members as soon as possible.
- 9.4 The Executive Committee may suspend/expel any member whose conduct is or has been, in the opinion of the Committee, contrary to the interests of the Association or injurious to its reputation. Membership may be withdrawn if the Executive Committee decides that actions taken by any member were in breach of the Association's Constitution & Rules, Code of Practice or the said actions were considered likely to bring the Association into disrepute.
- 9.5 Immediately upon the suspension or expulsion of a member, the Administrator will advise the member of this decision and their entitlement to an appeal in writing within five working days of the decision being made. An appeal must be submitted in writing to the Administrator within five working days from the date of receipt of the notice of suspension or expulsion requesting that it be considered at the next Executive Meeting or that it be presented in person at the next Executive Committee meeting. Where possible the appeal will be considered by, as many members of the Executive Committee meeting who were not involved in the suspension or expulsion.
- 9.6 At such a meeting, a member of the Executive Committee will relate any allegations against the suspended or expelled member to the meeting and the suspended or expelled member will have the opportunity to reply if present. The decision of that meeting, or at any adjourned meeting, will be made by majority vote and will be conclusive and binding, and be sent in writing to the suspended or expelled member within five working days of it being made.

- 9.7 If a member has been suspended, resigned, expelled or there is a significant change in their financial status that may affect the membership status the remaining membership will be informed in writing within 7 days following the decision.

## **10. COMMITTEES.**

- 10.1 The affairs of the Association will in all matters be managed by the Executive Committee, who are: -

10.1.1 President, Administrator and Treasurer.

10.1.2 AND the Chairperson, and his/her absence Vice Chairperson.

- 10.2 The National Committee will be elected at the AGM each year from the paid up membership.

## **11. ELECTION AND RESIGNATION OF COMMITTEE MEMBERS.**

- 11.1 The Chairperson, Vice Chairperson and National Committee shall resign at each AGM. However, each may offer themselves for re-election together with any members wishing to stand, by indicating such to the Administrator, in writing within 30 days of the AGM.

- 11.2 A person may only serve in one of the posts of Chairperson and Vice Chairperson for three consecutive years. Thereafter they may seek re-election in any previously held post.

- 11.3 The President, Administrator and Treasurer are appointed by the National Committee, are subject to periodic review, and will remain in office until otherwise determined by the National Committee or they resign.

- 11.4 The Executive Committee may co-opt any member to serve on the National Committee for any period up to an AGM.

- 11.5 The Executive Committee shall have the power to make, repeal and amend such rules as they may from time to time consider necessary for the wellbeing of the Association.

## **12 THE ROLE AND RESPONSIBILITIES OF EXECUTIVE & NATIONAL COMMITTEE MEMBERS**

### **12.1 Executive Committee Members**

12.1.1 The President is to maintain the interests and continuity of the Association and that they are carried out in accordance with these rules.

12.1.2 The Administrator is to assist the President and Chairperson to maintain continuity of the Association and that they are carried out in accordance with these rules; and to carry out duties as defined in Section 18.

12.1.3 The duties of the Treasurer are outlined in Section 13.4 & 13.5.

## **12.2 National Committee Members**

12.2.1 The responsibilities of National Committee Members are to represent and reflect the views of the members.

12.2.2 National committee members who do not regularly attend meetings may be required to stand down at the request of the Executive Committee.

## **13 SUBSCRIPTIONS, FINANCE AND ACCOUNTS**

13.1 Membership subscriptions will be discussed and agreed by the Executive Committee. At an EGM or AGM the subscription will be fixed for the next financial year. The financial year ends on 31<sup>st</sup> December. The Executive Committee may also at any time as part of their role in fixing the annual subscription for each year request from all members a copy of their most recent accounts.

13.2 Subscription rates for different types of member are calculated as follows

13.2.1 Full & Additional = Full subscription.

13.2.2 Affiliate = Determined by the Executive Committee.

13.3 Subscriptions for new members are calculated as above and commence on the first day of the month following acceptance on a pro-rata basis.

13.4 The Treasurer will keep such records of accounts as will enable him to present at every AGM of the Association, Executive Meeting, or at any other time required, on reasonable notice to him, an accurate statement concerning the finances of the Association.

13.5 All moneys payable to the Association shall be received by the Treasurer and deposited in a bank account in the name of the Association with a UK Clearing bank operated by the Association.

13.6 Any bank documents relating to a change of signatory will require two signatures on behalf of the Association and must be signed by the Chairman and Treasurer.

13.7 All expenditure will be authorised by the Treasurer and will be clearly identifiable in the Accounts and available to all members upon request.

13.8 If members wish to make a request to see the Accounts of the Association, they must do so in writing stating the reason for their request.

13.9 The income and property of the Association shall be applied only in furtherance of the objects of the Association and no part thereof shall be paid by way of bonus, dividend or profit to any member of the Association save as set out in clause 13.10

13.10 The Executive Committee shall have power to authorise the payment of fees and expenses to



any member of the Association and to any other person or persons for services rendered to or on behalf of the Association, and any other fees and expenses as required by law.

- 13.11 An accountant will be appointed at each Annual General Meeting who shall examine all books, reports and statements prepared by the Treasurer.

**14. BORROWING**

- 14.1 The Executive Committee shall not borrow on behalf of the Association.

**15. PAYMENT AND REFUND OF SUBSCRIPTIONS**

- 15.1 The Annual Subscription is due on 1<sup>st</sup> January and must be in full by that date.
- 15.2 To facilitate this renewal subscription invoices will be sent out in December each year.
- 15.3 The Executive Committee may cancel the membership of any member whose subscription remains unpaid after the date payable.
- 15.4 The subscription of a new member joining during the year is payable before commencement of Provisional Membership.
- 15.5 Any member who resigns from the Association will not normally be entitled to a subscription refund.
- 15.6 If a Provisional or Full member is expelled or is asked to resign from the Association subscriptions will be refunded on a pro-rata basis.

**16**     **PROPERTY**

- 16.1     The property of the Association, other than cash at the bank shall be vested in not less than two trustees. They shall hold the property upon trust for the members of the Association in accordance with the directions of the Executive Committee.
- 16.2     The trustees shall deal with the property as directed by resolution of the Executive Committee and an entry in the minutes shall be conclusive evidence of such a resolution.
- 16.3     The Trustees shall be members of the Executive Committee and be elected by the Executive Committee of the Association and shall hold office until death or resignation unless removed by a joint resolution of the remaining Executive Committee.
- 16.4     The Chairman is nominated as the person to appoint new trustees within the meaning of Section 36 of the Trustee Act 1925. A new trustee or new trustees shall be nominated by resolution of the Executive Committee and the Chairman shall duly appoint the person or persons so nominated by the Executive Committee as the new trustee or trustees of the Association and the provisions of the Trustee Act 1925 shall apply to any such appointment.
- 16.5     The Trustees shall be entitled to an indemnity out of the property of the Association for all expenses and other liabilities properly incurred by them in discharge of their duties.

**17.**     **MEETINGS**

**17.1**     **Executive Committee Meetings.**

- 17.1.1    There will be a minimum of three meetings in each calendar year.
- 17.1.2    The Administrator will give a minimum of 7 days' notice in writing together with the agenda for the meeting.
- 17.1.3    The Chairman or Vice Chairman will preside over the meeting, assisted by the Administrator.
- 17.1.4    A motion must be proposed and seconded and will require a majority vote of the meeting.
- 17.1.5    The Chairman or the Vice Chairman shall have the discretion to call further meetings of the Committee if they consider it to be in the interests of the Association.

**17.2**     **National Committee Meetings**

- 17.2.1    There will be a minimum of two meetings in each calendar year.
- 17.2.2    The Chairman or Vice Chairman will preside over the meeting assisted by the

Administrator.

- 17.2.3 A minimum of 30 days' notice in writing will be given for any meeting.
- 17.2.4 Members are normally required to attend the meetings, exceptions to this rule will be at the discretion of the Executive Committee.
- 17.2.5 Any consistent failure to attend meetings will be deemed contrary to the aims of the Association and subject to Executive Committee approval may result in suspension or loss of membership.

### **17.3 Extraordinary General Meetings**

- 17.3.1 The calling of an EGM must be supported by at least 20% of the Full Members.
- 17.3.2 A minimum of 30 days' notice in writing will be given to the Administrator with the proposed agenda.

### **17.4 Annual General Meetings**

- 17.4.1 The Association will hold an Annual General Meeting each year.
- 17.4.2 The Administrator will give a minimum of 30 days' notice in writing of the date, time and place of the meeting.
- 17.4.3 Any Agenda items from the members must be given to the Administrator in writing 14 days before the date of the meeting.
- 17.4.4 The Agenda will be circulated to all the members 7 days before the date of the meeting.
- 17.4.5 The following business can be transacted at the Annual General Meeting:
  - 17.4.5.1 The Chairman's report of the activities of the previous year will be received
  - 17.4.5.2 The Accounts of the Association for the previous year and the Treasurers report as to the financial position of the Association will be considered
  - 17.4.5.3 Any other business the Members wish to include on the Agenda providing the formalities in clause 17.4.3. have been complied with.

### **17.5 Notices**

- 17.5.1 A copy of a notice calling any meeting under this clause 17 will be sent by first class post and email to every member not less than the minimum notice period before the date appointed for the meeting.

### **17.6 Short Notice**

- 17.6.1 A meeting may be called by shorter notice if it is so agreed:

17.6.1.1 In the case of an annual general meeting, by all the members entitled to attend and vote thereat;

17.6.1.2 In the case of any other meeting under this section, by a majority in numbers of the members having a right to attend and vote.

## **18 CONSTITUTION AND RULES CHANGES**

18.1 The Constitution and Rules may only be changed at a meeting of the Executive Committee and will require a majority decision.

## **19 ADMINISTRATOR'S RESPONSIBILITIES & DUTIES**

19.1 The Administrator is responsible directly to the Chairman or Vice Chairman in his absence and will carry out the day-to-day administration of the Association.

19.2 The Administrator will normally be available to members and non-members wishing to contact the Association by telephone or fax, during normal working hours (9am to 5pm), Monday to Friday.

19.3 Apart from his/her administration responsibilities, the Administrator is normally expected to attend all National and Executive Committee meetings.

19.4 The Administrator will record the minutes of the National and Executive Committee meetings and later distribute them to all National Committee or Executive Committee members within 14 days of the meeting.

19.5 The Administrator will liaise with the Treasurer for processing new membership enquiries, applications and to recruit new members.

19.6 The Executive Committee may empower the Administrator to review the quality of service, finances, trading practices, insurance, independence, or other matters as required, of existing members to ensure their continued suitability for membership of the Association.

19.7 The Administrator will bring individual members attention to any problems or complaints likely to affect their continued suitability for membership, with the aim of retaining their membership through improved standards.

19.8 The Administrator will ensure that the Chairman receives copies, or is informed about, all relevant Association correspondence, to include the prompt attention to any member's complaints.

19.9 The Administrator will compile the Newsletter and distribute it to all members at least three times a year.

- 19.10 The Administrator will assist the Treasurer with the collection of subscriptions and other amounts due to the Association.
- 19.11 The Administrator will be responsible for organising the Committee Meetings and the AGM where the Written Resolution procedure is not being used.
- 19.12 The Administrator will answer the day-to-day queries from the membership and will generally be the voice of the Association to outside bodies.
- 19.13 The Administrator shall not enter into any written agreement, contract or arrangement with anybody or person which shall legally bind or purport to bind the Association or create any legal obligation or liability on the part of the Association without written approval of the Chairman or in his absence the Vice Chairman.

## **20 USE OF ASSOCIATION NAME AND LOGO**

- 20.1 The Association retains all rights and copyright to the name and logo.
- 20.2 The name and logo may only be used by current full members and it may only be reproduced from the official Association name and logo available from the administrator.
- 20.3 No member shall publish any notice or other document or make any statement on behalf of or purporting to be on behalf of the Association without first giving full details of such notice, document or statement in writing to the Administrator and obtaining the consent of the Executive Committee to the publication or making thereof.
- 20.4 No member shall enter into any agreement, contract or arrangement with anybody or person which shall bind or purport to bind the Association or create any obligation or liability on the part of the Association without prior approval of the Executive Committee.
- 20.5 When membership terminates any logo or references pertaining to membership of the Association must be removed from all advertising and vehicles within one month and three months in the case of printed stationery.
- 20.6 If when membership terminates for whatever reason and the member fails to remove any reference to the NCDAs on their website, stationery, advertising material and vehicles in accordance with 20.5 above THEN it will be regarded that membership has continued by virtue of the fact that the member is implying they are members of the NCDAs. In which case an invoice will be raised for the period commencing one month after their original membership termination based on the maximum annual membership subscription rate at that time.
- 20.7 If a member breaches any of the rules under this section and the NCDAs suffers any loss,

costs, or incur expenses arising from the breach the member will indemnify the NCD A for the same and co-operate in providing assistance (at the members own expense) to the NCD A in pursuing such losses, costs or incurred expenses.

## **21 DISSOLUTION**

- 21.1 The Association shall be dissolved if:
- 21.1.1 The number of voting members falls below twenty.
  - 21.1.2 The Association goes into receivership.
  - 21.1.3 Two thirds or more of members present and entitled to vote at an AGM vote to dissolve the Association.
  - 21.1.4 By order of a court of competent jurisdiction.
  - 21.1.5 The Association becomes a company by incorporation.
  - 21.1.6 By operation of law.
- 21.2 A resolution will then be passed to dissolve the Association and the dissolution shall take effect from the date on which the final payments in clause 21.4 are made
- 21.3 The Executive Committee will be responsible for the winding-up of the assets and liabilities of the Association and will take immediate steps to convert into money all property of the Association.
- 21.4 The Executive Committee shall out of the proceeds of such a conversion:
- 21.4.1 discharge all debts and liabilities of the Association
  - 21.4.2 pay any fees or expenses due to Executive and National Officers of the Association
  - 21.4.3 distribute any remaining balance after the above payments have been made to:
    - 21.4.3.1 Full Members of the Association at the time of the resolution who are members of at least two years standing as stated in 13.2.1.
    - 21.4.3.2 Full members of the Association of less than two years standing shall receive an equal amount as determined by the Executive Committee.
    - 21.4.3.3 Affiliate members as stated in 13.2.2 shall receive an amount as determined by the Executive Committee.
    - 21.4.3.4 The Administrator and Treasurer shall receive an amount as determined by the President and Chairman.
- 21.5 A copy of the notice convening any General Meeting under this rule will be sent by first class post and email to every member not less than 14 days before the date appointed for the meeting, however the following circumstances will not invalidate any proceedings or

resolution:

21.5.1 Any accidental omission to send such a notice, or

21.5.2 The non-receipt of the same.

21.6 The provisions under clauses 17.6 may also be applicable under this section.