

<b>Committee(s)</b>	<b>Dated:</b>
General Purposes Committee of Aldermen	3 February 2026
<b>Subject:</b> Worshipful Company of Builders' Merchants – Bye-Law Amendment	<b>Public</b>
<b>Which outcomes in the City Corporation's Corporate Plan does this proposal aim to impact directly?</b>	<b>Diverse Engaged Communities</b>
<b>Does this proposal require extra revenue and/or capital spending?</b>	<b>N</b>
<b>If so, how much?</b>	<b>N/A</b>
<b>What is the source of Funding?</b>	<b>N/A</b>
<b>Has this Funding Source been agreed with the Chamberlain's Department?</b>	<b>N/A</b>
<b>Report of:</b> Mr. Remembrancer	<b>For Decision</b>
<b>Report author:</b> James Edwards, Remembrancer's Officer	

### Summary

This report notes that the Worshipful Company of Builders' Merchants has presented a bye-law amendment to the Court of Aldermen for its approval.

### Recommendation

The General Purposes Committee is recommended to approve the bye-law amendment presented by the Worshipful Company of Builders' Merchants.

### Main Report

1. In January 2026 the Worshipful Company of Builders' Merchants presented an amendment to their bye-laws to the Court of Aldermen for its approval as required under the terms of its charter.
2. The bye-law amendment, which has been agreed unanimously at a meeting of the Company's Court General, would limit the voting rights of past masters to 10 years of their passing the chair, rather than the present 15 years, unless they continue to serve on a company committee.
3. The Special Resolution agreed by the Company is annexed to this report, along with the minutes of the Court General.
4. The amendment has been approved on a *de minimis* basis by the Chair and Deputy Chair of the Magistracy and Livery Sub Committee of the Court of Aldermen.

### Recommendation

5. The General Purposes Committee is recommended to approve the bye-law amendment presented by the Worshipful Company of Builders' Merchants.

**James Edwards**

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**CHARLES THE THIRD by the Grace of God of the United Kingdom of Great Britain and Northern Ireland and of Our other Realms and Territories King, Head of the Commonwealth, Defender of the Faith**

### **TO ALL WHOM THESE PRESENTS SHALL COME, GREETING!**

WHEREAS Our Royal Predecessor King Charles the Second in the year of our Lord One thousand six hundred and sixty-four by Royal Charter dated the 9<sup>th</sup> of February (hereinafter referred to as the “First Royal Charter”) constituted a body by the name of “The Master, Wardens and Commonalty of the Art or Mystery of Needlemakers of the City of London”:

AND WHEREAS the First Royal Charter replaced a previous Charter granted during the Interregnum by Oliver Cromwell in the year of our Lord One thousand six hundred and fifty-six dated the 10<sup>th</sup> day of November (hereinafter referred to as the Commonwealth Charter):

AND WHEREAS by an humble Petition it has been represented to Us that for the purpose of furthering the objects and of promoting the proper and efficient administration of the aforesaid The Master, Wardens and Commonalty of the Art or Mystery of Needlemakers of the City of London it is expedient that certain amendments should be made to the First Royal Charter and such amendments should be consolidated with the continuing provisions of the First Royal Charter into a new Supplemental Charter:

NOW KNOW YE that We, by virtue of Our Royal Prerogative and of all other powers enabling Us in that behalf, have of Our especial grace, certain knowledge and mere motion granted, willed, ordained, constituted and declared and do by these Presents for Us, Our Heirs and Successors grant, will, ordain, constitute and declare as follows:

#### **The First Royal Charter**

That the aforesaid First Royal Charter shall be amended so that the only continuing provisions are:

the grant of incorporation in perpetuity to the livery company known as The Master, Wardens and Commonalty of the Art or Mystery of Needlemakers of the City of London;

the perpetual succession of the Company;

to sue and be sued;

the right and authority to use the Common Seal of the Company.

The remaining provision of the First Royal Charter shall be replaced by the contents of this Second and Supplementary Royal Charter.

For the avoidance of doubt the revocation of any clause of the First Royal Charter shall not affect the legality or validity of any act, deed or thing legally done or executed under such provision.

#### **Name**

The name of the livery company shall be The Master, Wardens and Commonalty of the Art or Mystery of Needlemakers of the City of London (the **Company**).

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The Company may use the short names “The Worshipful Company of Needlemakers” and “The Needlemakers Company”.

### Arms

The Company, by and in all or any of the names conferred by this Supplemental Charter, may after the date on which Our Supplemental Charter shall take effect, continue to bear and use the certain Arms appointed given and granted to the Company by Letters Patent under the hand and Seal of Garter King of Arms, Clarenceux King of Arms and Norroy and Ulster King of Arms bearing date the Eighth day of September 1986, being first recorded in Our College of Arms noting the first recorded use of a variation of such Arms being on the Eight day of March 1658.

### Interpretation

In this Our Charter unless the context otherwise requires:

the **Byelaws** shall mean the byelaws set out in the Schedule below as amended from time to time as provided below;

the **Court** shall mean the governing body of the Company as from time to time constituted in accordance with the Byelaws;

the **Court Members** shall mean the voting members of the body corporate hereby constituted (and “Member” and “Membership” shall be construed accordingly);

**Committee** shall mean a sub-committee of the Court referred to below and as from time to time constituted in accordance with the Byelaws;

the **Needlemakers Charity** shall mean the primary charity established by the Company from time to time including but not limited to the Worshipful Company of Needlemakers Charitable Fund (registration number 288646).

Unless the context otherwise requires, words or expressions contained in this Our Charter shall bear their ordinary meaning.

All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include all genders.

Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of this Our Charter.

### Objects

The objects for which the Company is hereby constituted are:

to encourage and further the craft of needlemaking;

to develop and support the use of needles for medical, commercial and social purposes;

to support the development and production of equipment and delivery of services that facilitate the achievement of needlemaking and the use of needles;

to develop associations with technologies and industries:

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having the characteristics analogous to those of needlemaking; or

relating to the creation, control and direction of the use of needles;

to encourage and develop fellowship between the members of the Company;

to exercise the role of a livery company within the traditions of the City of London by the promotion of industry, fellowship, charity, education and particularly by encouraging Liverymen to participate in the governance of the City of London and to support the Lord Mayor, Sheriffs, the Aldermen and the Commonalty.

### **Powers**

In furtherance of the Objects, but not further or otherwise, and in addition to any other powers it may have, the Company shall have power:

to raise awareness of the issues relating to the Objects nationally and internationally;

to accept any gift or transfer of money or any other property whether or not subject to any special trust;

to purchase or form trading companies alone or jointly with others;

to buy, take on lease or exchange, hire or otherwise acquire and hold any real or personal estate;

to maintain, alter or equip for use any real or personal estate;

to erect, maintain, improve, or alter any buildings in which the Company for the time being has an interest;

subject to such consents as may be required by law to sell, lease or otherwise dispose of all or any part of the real or personal estate belonging to the Company;

subject to such consents as may be required by law to borrow or raise money and to give security for loans or grants;

to make grants, to give guarantees and become or give security for the performance of contracts and to grant powers of attorney by way of security for the performance of obligations;

to co-operate, including exchanging information and advice, and enter into arrangements with other bodies, international, national, local or otherwise;

to establish or support any charitable trusts, associations, companies, institutions or other bodies formed for any of the charitable purposes included in the Objects;

act as the trustee of a charity;

to acquire or merge with any other organisation;

to enter into partnership, joint venture or other arrangement with any organisation with objects similar in whole or part to the Objects or with industry associations or companies which operate in the areas associated with the Objects;

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to affiliate to or accept affiliation from any organisation with objects similar in whole or part to the Objects or with industry associations or commercial organisations which operate in the areas associated with the Objects;

to affiliate with any part or division of Our military;

to set aside funds for special purposes or as reserves against future expenditure in accordance with a written reserves policy;

to deposit or invest funds, but to invest only after obtaining advice from a Financial Expert and having regard to the suitability of investments and the need for diversification;

to delegate the management of investments to a Financial Expert but only on terms that:

the investment policy is set down in writing for the Financial Expert by the Court Members;

make provision for appropriate and regular reporting obligations to the Court Members or to a committee authorised by the Court Members to receive such reports in respect of all transactions and a requirement for the prompt reporting of all transactions over a specified amount;

the performance of the investments is reviewed regularly with the Court Members;

the Court Members shall be entitled to cancel the delegation arrangement at any time;

the investment policy and the delegation arrangement are reviewed at least once a year;

all payments due to the Financial Expert are on a scale or at a level which is agreed in advance and are notified promptly to the Court Members on receipt; and

the Financial Expert must not do anything outside the powers of the Court Members;

to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in the United Kingdom) under the control of the Court Members or of a Financial Expert acting under their instructions and to pay any reasonable fee required;

to insure and arrange insurance cover of every kind and nature in respect of the Company, its property and assets and take out other insurance policies to protect the Company, its employees, volunteers or members as required;

to provide indemnity insurance to cover the liability of the Court Members, Committee Members or any other officer of the Company:

which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust, or breach of duty of which he may be guilty in relation to the Company but not extending to:

any liability resulting from conduct which the Court Members knew, or must reasonably be assumed to have known, was not in the interests of the Company, or where the Court Members did not care whether such conduct was in the best interests of the Company or not;

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any liability to pay the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud or dishonesty or wilful or reckless misconduct of the Court Members;

any liability to pay a fine or regulatory penalty.

to make contributions to the assets of the Company in accordance with the provisions of section 214 of the Insolvency Act 1986 but not extending to any liability to make such a contribution where the basis of the Court Member's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;

to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Company;

to enter into contracts to provide services to or on behalf of other bodies;

to establish subsidiary companies to assist or act as agents for the Company;

to publish or distribute information;

to hold exhibitions, meetings, lectures, classes, seminars or courses either alone or with others;

to arrange entertainment for the members of the Company and guests;

to cause to be written, printed or otherwise reproduced and circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents, films, recorded tapes or materials reproduced on electronic media;

to foster and undertake research into any aspect of the Objects and its work and to disseminate and exchange the results of any such research;

to act as trustee of any non-charitable trust;

to make any charitable donation either in cash or assets;

to charge a penalty to any Freeman or Liveryman in respect of a breach of the rules of the Company by them or their guest;

to obtain any Act of Parliament or other order or authority or to promote, support or oppose legislative or other measures or proceedings or to petition the Crown, Parliament or other public persons or bodies in the United Kingdom in respect of any matter affecting the interests of the Company;

to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company as a company and as a charity;

to do all such other lawful things as are calculated to further the Objects, or any of them, or are incidental or conducive to doing so.

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### **Application of income and property**

The income and property of the Company shall be applied solely towards the promotion of the Objects.

The Court Members, Liverymen and Freemen may receive personal benefits through the membership of the Company provided that such benefits are available to all in their class and that the assets of the Company are not transferred to any member or group of members.

### **Charging Provision**

Notwithstanding any other provision of Our Charter, any firm, company or organisation which possesses specialist skills or knowledge required by the Company for its proper administration may charge and be paid reasonable charges for work of that nature done by it notwithstanding that one or more of the Court Members is a director or other senior officer, partner, member or employee of that firm, company or organisation and such charges may include charges in respect of work carried out by such Court Member.

### **Conflicts of interests**

Whenever a Court Member has a personal interest (including but not limited to a personal financial interest or a duty of loyalty owed to another organisation or person) directly or indirectly in a matter to be discussed at a meeting of the Court Members or a committee of the Court Members or in any transaction or arrangement with the Company (whether proposed or already entered into), the Court Member concerned shall:

declare an interest at or before any discussion on the item;

withdraw from any discussion on the item save to the extent that he is invited expressly to contribute information;

not be counted in the quorum for the part of any meeting and any vote devoted to that item; and

physically withdraw, unless invited to stay on a unanimous vote of the Court Members present, during the vote and have no vote on the item.

Where a Court Member becomes aware of such a personal interest in relation to a matter arising in a resolution in writing circulated to the Court Members, the Court Member concerned shall:

as soon as possible declare an interest to all the other Court Members;

not be entitled to vote on the resolution in writing, and

the resolution shall take effect accordingly provided that any Court Member who has already voted on the resolution may, on being notified of the personal interest, withdraw their vote.

Provisions 0 to 0 and 0 shall not apply where the matter to be discussed is in respect of a policy of insurance as authorised in the Provisions.



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If a conflict of interests arises for a Court Member, which may but need not be because of a duty of loyalty owed to another organisation or person, and the conflict is not authorised by virtue of any other provision of this Our Charter, then, on the matter being proposed to the Court Members, the unconflicted Court Members may authorise the conflict of interests (the **authorised conflict**) subject to the conditions in Provision 0.

The conflict of interests provisions set out in provisions 0 to 0 of this Our Charter shall also apply to Committee Members.

### Authorising a Conflict of Interests

A conflict of interests may only be authorised under Provision 0 if:

the unconflicted Court Members consider it is in the interests of the Company to do so in the circumstances applying;

the procedures of Provisions 0 and 0 (as the case may be) are followed in respect of the authorised conflict; and

the terms of Provision 0 are complied with in respect of any direct or indirect benefit to the conflicted Court Member which may arise from the authorised conflict.

Where a conflict is authorised in accordance with Provisions 0 and 0 above, the unconflicted Court Members, as they consider appropriate in the interests of the Company, may set out any express terms of the authorisation, which may, but need not, include authorising the conflicted Court Member:

to disclose information confidential to the Company to a third party; or

to refrain from taking any step required to remove the conflict,

and may impose conditions on the authorisation.

A Committee shall not authorise any conflicts of Committee Members. Should a conflict require authorisation then an application can be made to the Court to authorise such a conflict. Unless such a conflict is authorised the Committee Member in conflict shall not attend the elements of any meeting relating to the issue which gives rise to the conflict.

### Limited liability of Members

The liability of the Liverymen is limited to £1, being the amount that each Liveryman undertakes to contribute to the assets of the Company in the event of the same being wound up while he is a Liveryman, or within one year after he ceases to be a Liveryman, for:

payment of the debts and liabilities of the Company contracted before he ceases to be a Member,

payment of the costs, charges and expenses of winding up, and

adjustment of the rights of the contributories among themselves.

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### **The Operation of the Company**

The affairs of the Company shall be controlled by the Court. The Court Members shall take office in such manner and hold office on such terms and for such period as may be prescribed by or in accordance with the Byelaws. The first Court Members under this Charter shall be the members of the Court of the Company at the date of this Our Charter.

Meetings of the entire Company shall be held regularly and at least once every three calendar years at such time and place as shall be prescribed by the Court and shall be called "Common Hall". Subject as aforesaid Meetings shall be convened and the proceedings there regulated in accordance with the Byelaws.

The affairs of the Company shall be managed and regulated in accordance with the Byelaws, which shall remain in force until revoked, amended or added to as provided below.

### **Amendment of the Bylaws**

Any of the Byelaws may from time to time be revoked, amended or added to by a resolution passed by a majority of not less than two-thirds of the Court Members present and entitled to vote at a Court Meeting. PROVIDED that no new Byelaw and no such revocation, amendment or addition as aforesaid shall have any force or effect if it be repugnant to any of the provisions of this Our Charter *and until the same has been submitted and approved by the Court of Aldermen of the City of London* and further, until the same has been submitted to and approved by the Lords of Our Privy Council of which approval a Certificate under the hand of the Clerk of Our Privy Council shall be conclusive evidence.

The Byelaws of the Company are hereby revoked, but nothing in this revocation shall affect the legality or validity of any act, deed, or thing legally done or executed under the former provisions. The Company shall be subject to the Byelaws set out in the Schedule to this Supplemental Charter until and unless amended in accordance with the provision in this Supplemental Charter.

The Byelaws of the Company at the date on which we have put our hand to this Supplemental Charter are hereby revoked, but nothing in this revocation shall affect the legality or validity of any act, deed, or thing legally done or executed under the former provisions. The Company shall be subject to the Byelaws set out in the First Schedule to this Supplemental Charter.

### **Accounts**

Accounts of the Company shall be prepared and kept in accordance with the Byelaws and submitted to the Court for approval in accordance with the Byelaws.

### **Amendment of Our Charter**

The Company may revoke, amend or add to any of the provisions of this Our Charter by a resolution passed by a majority of not less than three-quarters of the Court Members present and entitled to vote at a meeting of the Court and with the approval of the Court of Aldermen of the City of London, and any such revocation, amendment or addition shall when approved by Us, Our Heirs or Successors in Council, become effectual so that this Our Charter shall thenceforth continue and operate as though it had been originally granted and made accordingly. This provision shall apply to this Our Charter as altered, amended or added to in the above manner. Provided that no such revocation, amendment or addition shall be made which shall cause the Company to cease to be a charity in law.

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**Surrender**

It shall be lawful for the Company at a Common Hall convened for that purpose to surrender this Our Charter subject to the sanction of Us, Our Heirs or Successors in Council and on such terms as We or They may consider fit and to wind up or otherwise deal with the affairs of the Company in such manner as shall be directed by this Our Charter having due regard to the liabilities of the Company for the time being and if, on the winding up or the dissolution of the Company, there shall remain, after the satisfaction of all its debts and liabilities any property whatsoever, it shall not be paid or distributed to the Members of any of them but in accordance with this Our Charter and the directions made under it at a Court Meeting.

If on the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatever of the Company such assets shall be passed to the Needlemakers Charity.

Should the Needlemakers Charity not be in existence at the point of winding-up or dissolution, the Court may at any time before and in expectation of its dissolution resolve that the Company's surplus assets shall on or before dissolution of the Company be applied or transferred to the charity of a surviving livery company of the City of London for general charitable purposes.

**And We do for Ourselves, Our Heirs and Successors grant and declare that this Our Charter or the enrolment of it shall be in all things valid and effectual in law according to its true intent and meaning and shall be taken, construed and adjudged in the most favourable and beneficial sense and for the best advantage of the Company and the promotion of its objects as well as in Our Courts of Record as elsewhere notwithstanding any non-recital, mis-recital, uncertainty or imperfection.**

[IN WITNESS hereof We have caused these Our Letters to be made Patent.

WITNESS Ourselves at Westminster the       day of       in the       year of Our Reign.]

**[BY WARRANT UNDER THE KING'S SIGN MANUAL]**

THE SCHEDULE TO THE CHARTER

BYELAWS

OF THE THE MASTER, WARDENS AND COMMONALTY OF THE ART OR MYSTERY OF NEEDLEMAKERS OF THE  
CITY OF LONDON

THE WORSHIPFUL COMPANY OF NEEDLEMAKERS

1. Definitions and Interpretation

- 1.1. In these Byelaws the following words and phrases shall have the following meanings unless the context otherwise requires:

<b>Beadle</b>	the individual appointed as Beadle in accordance with paragraph 0 of these Byelaws;
<b>Charter</b>	means the Royal Charter under which these Byelaws were approved;
<b>clear days</b>	in relation to a period of notice means a period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>Clerk</b>	the individual appointed as Clerk in accordance with paragraph 0 of these Byelaws;
<b>Committee Member</b>	means a member of a Committee appointed by the Court;
<b>Connected Person</b>	any person falling within one of the following categories: <ul style="list-style-type: none"><li>(a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Court Member; or</li><li>(b) the spouse or civil partner of any person in (a); or</li><li>(c) any other person in a relationship with a Court Member which may reasonably be regarded as equivalent to such relationship as is mentioned at (a) or (b); or</li><li>(d) any company, partnership or firm of which a Court Member is a paid director, member, partner or employee or shareholder holding more than 1% of the capital;</li></ul>
<b>Court</b>	means the governing body of the Company;

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<b>Court Assistant</b>	those individual Liverymen who have been elected as members of the Court in accordance with these Byelaws who are not the Master, the Senior Warden, the Junior Warden the Treasurer or a Past Master/Past Prime Warden;
<b>Court Member</b>	means, Officers, Court Assistants and Past Masters, but shall not include any Past Master Emeritus or any person elected to the Court, who has resigned or been removed from their role;
<b>document</b>	includes, unless otherwise specified, any document sent or supplied in electronic form;
<b>electronic form</b>	has the meaning given in section 1168 of the Companies Act 2006;
<b>Financial Expert</b>	means a person who is reasonably believed by the Court Members to be qualified to give advice in relation to investments by reason of his ability in and practical experience of financial and other matters relating to investments;
<b>Freeman</b>	means a person who has been appointed as a Freeman of the Company under the terms of these Byelaws;
<b>Governance Advisory Group</b>	means a group of Court Members or former Court members appointed by the Master at his sole discretion to advise the Master and the Court on governance issues;
<b>Junior Warden</b>	the individual appointed to the role of Junior Warden in accordance with paragraph 0 of these Byelaws;
<b>Liveryman</b>	means a freeman who is elected to the full membership of the Company as a Liveryman;
<b>Master or Prime Warden</b>	means the person appointed to the role of Master (or Prime Warden) in accordance with paragraph 0 below, noting that unless the Court passes a resolution that all future holders of the role shall be known as Prime Warden, the person appointed may choose whether they are known as Master or Prime Warden;
<b>Master or Prime Warden Emeritus</b>	those individuals who have previous served as Master or Prime Warden of the Company and have resigned or been removed from the Court but maintain the status of a Liveryman;
<b>Needlemakers Charity</b>	means the primary charity of the Company;

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<b>Nominations Committee</b>	means the committee appointed by the Court to review all nominations to any role other than Freeman or Liveryman within the Company;
<b>Objects</b>	the objects of the Company as set out in Provision 0;
<b>Officers</b>	means the Master (or Prime Warden), the Senior Warden, the Junior Warden and the Treasurer;
<b>Past Master or Past Prime Warden</b>	those individuals who have previously served as Master or Prime Warden of the Company;
<b>Seal</b>	means the common seal of the Company;
<b>Senior Warden</b>	the individual appointed to the role of Senior Warden in accordance with paragraph 0 of these Byelaws;
<b>Treasurer</b>	means the person appointed in accordance with paragraph 0 below of these Byelaws who shall have conduct of the day to day financial affairs of the Company on behalf of the Court;
<b>United Kingdom</b>	means the United Kingdom of Great Britain and Northern Ireland;
<b>writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

Unless the context otherwise requires, words or expressions contained in these Byelaws shall bear their ordinary meaning.

All words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine.

Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Byelaws.

1.2. In the event of any inconsistency between the provisions of the Charter and the provisions of the Byelaws the provisions of the Charter shall prevail

### **Freeman**

The Court may elect no more than **[five]** hundred people to be Freemen.

The process for electing Freemen of the Company shall be:

an application for freedom of the Company made by an application which is supported by one member of the Court or two members of the Company;

an interview by a committee of the Company;

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approval by the Court requiring a simple majority of those Court Members present;

admission of the new Freeman, by the charge being presented to the person being proposed as a new freeman and that person making the necessary declarations and being entered into the roll of Freeman.

The charge for Freeman is set out in Appendix 1.

### The Freedom Fines

The Court shall charge a fee (the **Freeman Joining Fine**) to each person joining as a Freeman . The Court may set different levels of Freeman Joining Fee depending upon the class of the Freeman, as it sees fit, provided that the classes of Freeman set by the Court are not based unlawfully on one or more characteristics.

The Court may waive the Freeman Joining Fine in relation to honorary Freeman of the Company or where the Court deems such waiver appropriate.

The Court may charge an annual fee (the **Annual Freedom Fine**) to each Freeman. The Court may set different levels of Annual Freedom Fine as it sees fit.

The Court may waive the Annual Freedom Fine where it deems such a waiver to be appropriate. The Annual Freedom Fine shall not be charged where the Freeman is also a Liveryman.

### Resignation

A Freeman may resign at any time by submitting their resignation in writing to the Clerk.

### Liverymen

The Court may elect up to **two-hundred and fifty (250) freemen** of the Company who are also Freeman of the City of London as Liverymen of the Company.

The Liverymen shall not have a vote in the affairs of the Company. The affairs of the Company shall be managed by the Court Members.

The Master shall report on a regular basis to the Liverymen as to the affairs of the Company. Such reports may be in writing or verbally.

The process for electing Liverymen shall be:

for the applicant to be elected as a Freeman in accordance with these Byelaws;

for the applicant to be granted the Freedom of the City of London, if this is not already held by the applicant;

admission of the new Liveryman, by the charge being presented to the applicant and the applicant making the necessary declarations and being entered into the roll of Liverymen at either a meeting of the Court or in a private meeting approved by the Court.

The charge for Liverymen is set out in Appendix 2.

### The Livery Fines

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The Court shall charge a fee (the **Livery Joining Fine**) to each person joining the Company as a Liveryman. The Court may set different levels of Livery Joining Fine as it sees fit.

The Court may waive the Livery Joining Fine in relation to honorary Liverymen or where the Court deems such waiver appropriate.

The Court may charge an annual fee (the **Annual Livery Fine**) to each Liveryman of the Company. The Court may set different levels of Annual Livery Fine as it sees fit. The Annual Livery Fine may be referenced as "Tallage".

The Court may waive the Annual Livery Fine where it deems such a waiver to be appropriate.

## Resignation

A Liveryman may resign as a Liveryman by submitting their resignation in writing to the Clerk, but shall remain as a Freeman unless they also resign as a Freeman or are removed following the process set out by the Court.

A Freeman that used to hold the status of Liveryman, shall not be entitled to any benefits offered to Freeman who have not been a Liveryman without the payment of the Annual Freedom Fine, which may be waived by the Court in specific circumstances. A Freeman may remain a Freeman without payment of the Annual Freedom Fine but shall not be entitled to any benefits as a member of the Company.

## Removal of Livery and Freeman Status

A Liveryman who has resigned shall remain as a Freeman, unless they also resign as a Freeman. Resignation as a Liveryman does not automatically count as resignation as a Freeman, unless both roles are noted in the written resignation.

The Court may, in accordance with policies set forth from time to time, remove the status of Liveryman from any individual.

The Court may, in accordance with policies set forth from time to time, remove the status of Freeman from any individual.

## Removal of Freeman and Liverymen

The Court may remove a Freeman by following a process established by the Court for any of the following reasons:

the Freeman brings, or in the reasonable opinion of the Court brings, the Company into disrepute;

the Freeman is considered to be a risk to the members of the Company or the public;

the majority of the Court believes that the Freeman is no longer a person who meets the requirements of membership of the Company.

The Court may remove a Liveryman by following a process established by the Court for any of the following reasons:



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the Liveryman brings, or in the reasonable opinion of the Court, brings the Company into disrepute;

the Liveryman is considered to be a risk to the members of the Company or the public;

the majority of the Court believes that the Liveryman is no longer a person who meets the requirements of being a Liveryman.

The Court may remove a Liveryman as both a Liveryman and a Freeman by using the same process confirming in the decision whether the removal is just as a Liveryman or as both Liveryman and Freeman .

### **Conduct**

No Freeman or Liveryman shall:

act in any way which is discourteous or harmful to another Freeman or Liveryman;

trade in any needles which are not of satisfactory quality;

use a needle in an inappropriate manner.

The Company shall maintain a code of conduct in respect of the behaviour and standards of Freeman and Liverymen.

### **The Court**

The Court shall consist of:

the Master, who may also be known as the Prime Warden;

a Senior Warden;

a Junior Warden;

an unlimited number of Past Masters, who may also be known as Past Prime Wardens;

a Treasurer; and

up to fourteen Liveryman who have been elected as Court Members by the Court, to be known as Court Assistants.

### **Election of the Officers of the Company**

The Nominations Committee shall select a person each year for appointment as the Junior Warden. The Nominations Committee may request that an application form is completed by the person under consideration and may request that the person attends an interview. The choice of the person nominated shall be at the discretion of the Nominations Committee. The person nominated must meet the criteria for serving as the Junior Warden as set out in these Byelaws. The Nominations Committee shall refer the person nominated to the Court for election in accordance with these Byelaws. If the nomination is not approved by the Court, the Nominations Committee shall undertake the process and nominate another candidate until a person is elected by the Court.

## ANNEX

The Nominations Committee shall review the performance of the Junior Warden each year and, subject to adequate performance shall nominate the Junior Warden to the Court as Senior Warden in the following year.

The Nominations Committee shall review the performance of the Senior Warden each year and, subject to adequate performance shall nominate the Senior Warden to the Court as Master or Prime Warden in the following year.

The Master shall be elected by the Court on an annual basis. The Master must have served as a Member of the Court for no less than five years, have been elected Senior Warden and been elected as Junior Warden prior to being eligible to take office.

Should the Master resign, die in office or be no longer capable of exercising the office of Master, the Master shall be replaced for the remainder of his term by the most junior Past Master or Prime Warden willing to serve.

Should a new Master be elected, but not able to take up their position, the Master in place at the time of the election of the new Master, shall remain in post for a further year. The Senior Warden and Junior Warden in place at the time of the election of the new Master shall also remain in their existing roles.

The Senior Warden shall be elected by the Court on an annual basis. The Senior Warden must have served on the Court for a minimum of three years and must have served as Junior Warden. Should the Senior Warden resign, die in office or be no longer capable of exercising the office of Senior Warden, the Senior Warden shall be replaced for the remainder of his term by the Junior Warden.

If there is no person eligible to be elected to the office of Master (Prime Warden) or Senior Warden the Nominations Committee shall nominate a Past Master (Prime Warden) to undertake the role until a person meets the eligibility criteria.

The Junior Warden shall be elected by the Court on an annual basis. The Junior Warden must have served on the Court for a minimum of three years. The Junior Warden may be elected from the Liverymen serving on the Court or any Liveryman who has previously served for three years on the Court.

The Master, the Senior Warden and the Junior Warden shall be elected annually and shall take on their roles at eleven fifty nine pm on the first Thursday following 29 September. The installation ceremony may be undertaken not more than three days before or three days after the first Thursday following 29 September. For the avoidance of doubt if the 29 September is a Thursday this shall be the day on which the officers are appointed.

The Treasurer shall be elected by the Court for a period of not more than five years. The Treasurer must have served on the Court for at least one year prior to being elected as Treasurer. The Treasurer may not concurrently hold the office of Junior Warden, Senior Warden or Master. The Treasurer may be a Master Emeritus. No previous service on the Court shall prevent a person elected as Treasurer from serving a full five year term as Treasurer should they so be elected.

No Officer shall be eligible to serve in the role to which they have been elected until they have made the necessary charges. Should an Officer not make the necessary declaration they shall not hold office and the Court shall elect a replacement.

The Officer Fines

## ANNEX

The Court shall charge a fee (the **Officer Fines**) to each person taking office as Master or Prime Warden, Senior Warden or Junior Warden.

The Court may waive the Officer Fine where it deems such a waiver to be appropriate.

The charges for the officers of the Company are set out in Appendix 3.

### **Election of Liverymen as Court Assistants**

The Court shall elect no more than fourteen Liverymen as Court Members.

The term of office for a Liveryman as a Court Assistant shall be for no more than five years.

Any Liveryman, who has been a Liveryman for at least three years may be appointed as a Court Assistant.

No Liveryman shall be appointed as a Court Assistant without a recommendation from a Nominations Committee appointed by the Court in accordance with these Byelaws.

The Nominations Committee shall review all Liverymen proposed as Court Assistants, for the avoidance of doubt, a proposal may come from any Liveryman. The Nominations Committee may request that an application form is completed by a Liveryman under consideration and may request that the Liveryman attends an interview. The Nominations Committee may recommend or refuse to recommend or defer a recommendation to recommend any appointment as a Court Assistant. A refusal to recommend does not prevent a Liveryman being proposed as a Court Assistant again in the future.

If the Nominations Committee recommends the appointment of a Liveryman as a Court Assistant, the recommendation shall be passed to the full Court for a vote. Should a majority of the Court Members present at the meeting at which a nomination is presented, vote in favour of the appointment, the appointment shall be made at either:

the first Court meeting following the installation of the Master; or

where there is a vacancy, on the date on which the Court decides from which the appointment shall be effective.

### **The Court Assistant Fines**

The Court shall charge a fee (the **Court Assistant Fines**) to each person joining the Court.

The Court may waive the Court Assistant Fine where it deems such a waiver to be appropriate.

No Liveryman shall be eligible to serve as a Court Assistant until they have made the necessary charge. Should a Liveryman not make the necessary declaration they shall not hold office and the Court shall elect a replacement.

The charge for Court Assistants is set out in Appendix 4.

A Liveryman that has completed a term as a Court Assistant, may be appointed for a further term of not more than five years, provided that they are not an Officer of the Company, a Past Master or Prime Warden and there is at least three calendar years between the termination of their first term and their election to a second term.

## ANNEX

### **Past Masters (Past Prime Wardens)**

A Master (or Prime Warden) at the end of their term of office shall automatically become a Past Master (or Past Prime Warden).

A Past Master (or Past Prime Warden) shall serve on the Court for life unless they resign or are removed from office in accordance with these Byelaws.

Any former Past Master may choose to be referred to as either Past Master or Past Prime Warden, even if Our Charter or the Byelaws in place at the time of their Mastership did not allow for the title of Prime Warden.

### **Master Emeritus or Prime Warden Emeritus**

A Past Master may resign from the Court and take the status of Past Master Emeritus or Prime Warden Emeritus.

A Past Master Emeritus shall no longer be a member of the Court and shall not be entitled to attend Court Meetings. The Past Master Emeritus may be entitled to receive copies of all documents provided to the Court subject to the consent of the Master. A Past Master removed from the Court shall not be entitled to the status of Past Master Emeritus or Prime Warden Emeritus.

### **Former Court Assistants**

At the end of five years, or on resignation, a Court Assistant shall cease to be a member of the Court and shall return to being a Liveryman.

Former Court Assistants, who have not been removed from office, may be entitled to receive copies of all documents provided to the Court subject to the consent of the Master.

The Junior Warden may be appointed from qualified Court Assistants or qualified former Court Assistants, provided that they have not been removed from office by the Court or otherwise under these Byelaws.

### **The Clerk**

The Court shall appoint a Clerk to the Company. The Clerk shall be employed and shall not serve at the pleasure of the Court but be subject to prevailing employment laws. The Clerk shall be appointed by the Court for such term, at such remuneration and on such conditions as the Court may think fit.

The Clerk may be removed in accordance with employment laws should the Court believe that removal is necessary or in the best interests of the Company.

The Clerk shall be appointed before the Court. The charge shall be presented to the person being appointed and they shall agree to the charge and take office once agreement has been made.

The charge for the Clerk is set out in Appendix 5.

For the avoidance of doubt, a Liveryman may be appointed to the position of Clerk. The Clerk cannot be an Assistant or hold an Office while they are Clerk. If a Clerk is also a Liveryman, following their resignation or removal as Clerk, they shall remain as a Liveryman.

## ANNEX

### **The Beadle**

The Court shall appoint a Beadle to the Company.

The Beadle may be appointed as an employee or as a contractor.

If the Beadle is appointed as a contractor they shall serve for a fixed renewable term at the pleasure of the Court. The Beadle shall be appointed by the Court for such term, at such remuneration and on such conditions as the Court may think fit.

If the Beadle is employed, the Beadle may be removed in accordance with employment laws should the Court believe that removal is necessary or in the best interests of the Company.

The Beadle shall be appointed before the Court. The charge shall be presented to the person being appointed and they shall agree to the charge and take office once agreement has been made.

The charge for the Beadle is set out in Appendix 6.

### **Disqualification or vacation of office of Court Members**

The office of Court Member shall be vacated if:

- the Court Member ceases to be a Court Member by virtue of being removed from the Company as a Liveryman;

- the Court Member brings, or in the reasonable opinion of the Court, brings the Company into disrepute;

- the Court Member becomes bankrupt or makes any arrangement or composition with his creditors generally;

- a registered medical practitioner who is treating the Court Member gives a written opinion to the Company stating that the Court Member has become physically or mentally incapable of acting as a member of the Court and may remain so for more than three months;

- by reason of the Court Member's mental health, a judicial court or tribunal makes an order which wholly or partly prevents the Court Member from personally exercising any powers or rights which he would otherwise have;

- the Court Member resigns his office by written notice to the Company provided at least two Court Members remain in office after the resignation takes effect;

- the Court Member is absent from all Court Members' meetings without leave for one year and the Court Members resolve that the office be vacated;

- the Court Member is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest as required by Our Charter;

- the Court Member is disqualified from acting as a charity trustee by virtue of the Charities Act 2011 on the basis that the Company is the corporate trustee of the Needlemakers Charity;

- the Court Member is deemed by HM Revenue & Customs not to be a fit and proper person to be a manager of a charity and the Court Members resolve that his office be vacated on the basis that the Company is the corporate trustee of the Needlemakers Charity;

## ANNEX

the Court Member fails to agree to a reasonable request by the Court Members that the Court Member signs a declaration that they are a fit and proper person to act as such and the Court Members resolve that his office be vacated; or

the Court Member fails to agree to a reasonable request by the Court Members for a Disclosure and Barring Service check (or equivalent) to be undertaken in respect of them.

### **Powers and duties of the Court**

The business of the Company shall be managed by the Court Members who may exercise all the powers of the Company.

No alteration of the Byelaws and no direction given by the Liverymen shall invalidate anything which the Court Members have done before the making of the alteration or the issuance of a direction.

A meeting of the Court at which a quorum is present may exercise all powers exercisable by the Court Members.

The Court shall set appropriate conduct rules for freemen of the Company and Liverymen.

### **General Fines**

The Court shall have the power to make a charge (a **General Fine**) to any Freeman or Liveryman who has infringed the rules of the Company, provided that the General Fine is fair and proportionate and issued in line with a policy approved by the Court.

### **Proceedings and decisions of the Court Members**

Subject to the provisions of Our Charter and these Byelaws, the Court Members may regulate their proceedings as they think fit.

The Court Members shall meet at least four times a year.

A meeting of the Court Members:

may be called by the Master;

may be called by the Wardens acting together;

may be called by any three Court Members acting in unison; and

shall, at the request of any three Court Members acting in unison, be called by the Clerk.

Notice of any meeting of the Court Members must indicate:

its proposed date, time and subject matter;

where it is to take place; and

if it is anticipated that Court Members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

## ANNEX

In fixing the date and time of any meeting of the Court Members, the person calling it shall try to ensure, subject to the urgency of any matter to be decided by the Court Members, that as many Court Members as practicable are likely to be available to participate in it.

Notice of a meeting of the Court Members must be given to each Court Member, but need not be in writing.

Notice of a meeting of the Court Members need not be given to Court Members who waive their entitlement to notice of that meeting, which they may do by giving notice to that effect to the Company seven days before or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

Court Members are to be treated as having waived their entitlement to notice of a meeting if they have not supplied the Company with the information necessary to ensure that they receive the notice before the meeting takes place.

Any Court Member may participate in a meeting of the Court by means of video conference, telephone or any suitable electronic means agreed by the Court Members whereby all persons participating in the meeting can communicate with all the other participants and participation in such a meeting shall constitute presence in person at that meeting. The Court may allow voting to be carried out remotely and shall put in place a mechanism from time to time to ensure that there is a robust system for ensuring that such voting is fair and secure.

In relation to the quorum for a meeting of the Court Members:

no decision other than a decision to call a meeting of the Court shall be taken by the Court unless a quorum participates in the decision-making process;

the quorum for decision-making by the Court Members may be fixed from time to time by a decision of the Court Members, provided it shall not be less than two out of the Master and the Wardens, plus at least two Past Masters and three Court Assistants;

if the total number of Court Members for the time being is less than the quorum required for decision-making by the Court, the Court shall not take any decision other than a decision:

to appoint further Court Members, if vacancies are required to be filled to meet the quorum, or

to call a Common Hall so as to enable the Liverymen to appoint further Court Members;

a Court Member shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

Questions arising at a meeting shall be decided by a majority of votes.

If the Master is not available to chair the meeting of the Court the most junior Past Master available shall chair the meeting.

In the case of an equality of votes, the Master shall have a second or casting vote. But this does not apply if, in accordance with the Charter, the Master is not to be counted as participating in the decision-making process for quorum, voting or agreement purposes. No Court Member in any other circumstances shall have more than one vote, which shall include anyone chairing a meeting of the Court in the absence of the Master.

## ANNEX

All acts done by any meeting of the Court or of a committee, or by any person acting as a Court Member, shall, notwithstanding that it be afterwards discovered that:

there was some defect in the appointment of any such Court Member or person acting as a Court Member, or

they or any of them were disqualified, or

they or any of them were not entitled to vote on the matter,

be as valid as if every such person had been duly appointed and was qualified to be a Court Member.

A resolution in writing, signed by all the Court Members entitled to receive notice of a meeting of the Court and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Court duly convened and held and may consist of several documents in like form each signed by one or more Court Members.

Subject to Our Charter and these Byelaws, the Court Members may make any rules which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to the Court Members.

### **Delegation by the Court Members**

The Court Members may delegate any of their powers to any committee consisting of two or more Court Members.

The Court Members shall determine the terms of any delegation to such a committee and may impose conditions, including that:

the relevant powers are to be exercised exclusively by the committee to whom the Court delegate;

no expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Court Members.

Subject to and in default of any other terms imposed by the Court:

the Master and Wardens shall be ex-officio members of every committee appointed by the Court;

the members of a committee may not appoint any persons to be members of that committee without the consent of the Court;

the Court shall elect a chairperson of each committee; if such a person is not present at the meeting, the Master shall chair the committee, should the Master not be present, the most senior Warden present shall chair the committee and if none are present the most senior member of the Court present or a member of the Governance Advisory Group shall chair the committee meeting as determined between them;

a committee may meet and adjourn as it thinks proper;

questions arising at any meeting shall be determined by a majority of votes of the committee members present, and



## ANNEX

in the case of an equality of votes at a committee the matter shall be passed to the Court;

and subject thereto committees to which the Court Members delegate any of their powers shall follow procedures which are based as far as they are applicable on those provisions of these Byelaws which govern the taking of decisions by the Court Members.

A chairperson of a committee appointed by the Court may attend Court meetings even though they are not members of the Court. Such a person shall not vote at the Court meeting and shall only have a right to speak if invited by the Master or the chairperson of the Court meeting. The Master or chairperson of the Court meeting may ask such a person to leave the Court Meeting and they shall do so.

The terms of any delegation to a committee shall be recorded in the minute book.

The Treasurer may delegate all or part of the responsibility for the financial affairs of the Company to the Clerk or any other person appointed by the Court to assist the Treasurer. The appointment of a Treasurer does not remove the overall responsibility of all of the Court Members for ensuring the proper administration of the Company's financial affairs.

The Court may revoke or alter a delegation.

All acts and proceedings of committees shall be reported to the Court Members fully and promptly.

### **Delegation of day to day management**

The Court Members may delegate day to day management and administration of the Company to the Clerk.

In respect of the Clerk the Court shall:

provide a description of the Clerk's role; and

set the limits of the Clerk's authority.

The Clerk shall report regularly and promptly to the Court on the activities undertaken in accordance with their role.

## **HONORARY POSITIONS**

### **Honorary positions**

The Court shall appoint persons to the following honorary positions:

Almoner;

Archivist;

Chaplain;

assistants to the above and the Clerk.

## **ANNEX**

The honorary positions outlined above shall be appointed for renewable terms of up to three years. The people appointed shall not be members of the Court, unless appointed to the Court under another role. The holders of the honorary positions shall be members of the Company prior to appointment, save for the Chaplain or may be appointed as Chaplain who shall then become an honorary Liveryman during his term of office. The Almoner shall provide a report to the Court no less than 4 times per year. The Archivist shall report to the Court no less than once per year. The Archivist and the Almoner may provide reports in writing or be asked to provide verbal reports at a Court Meeting, attending only the relevant sections of the meeting which relate to their areas of expertise. No person may be elected to such a role without approval of the Nominations Committee.

The Court Members may elect up to twenty honorary liverymen to the Company.

The honorary liverymen may attend meetings of the Company, but not the Court and shall receive the same documents distributed to the Liverymen. The Court shall set the rates charged to honorary liverymen in respect of attendance at events. There shall be no Joining Fine or Annual Livery Fine for honorary liverymen.

The honorary liverymen may be removed from office by a resolution of the Court.

The Master or any Court Member may recommend to the Nominations Committee that a person is considered for appointed as an honorary liveryman. The Nominations Committee shall review all such nominations and make a recommendation to the Court. The submission to the Court shall be either a positive or a negative recommendation. The Court shall vote on all nominations prior to the offer of honorary livery status being communicated to the candidate. If the candidate accepts the offer, the Master or a person nominated by the Master shall induct the candidate as an honorary liveryman in the Company. In order to take up such appointment the person must make the necessary charge.

The charge for honorary Liverymen is set out in Appendix 7.

## **MINUTES AND SEAL**

### **Minutes**

The Court Members shall ensure that the Company keeps records, in writing, comprising:

copies of all resolutions passed;

details of appointments of officers made by the Court; and

minutes of meetings of the Court and committees of the Court, including the names of the Court Members present at the meeting.

The Court shall ensure that the records comprising in these Byelaws shall be preserved as part of the archive of the Company.

### **The Seal**

The Court shall provide for the safe custody of the Seal (if any), which shall be used only by the authority of the Court or of a committee authorised by the Court on its behalf. The Court may determine who shall sign any instrument to which the Seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests the signature. Any deeds executed by the Company shall be executed by either two authorised persons or by one authorised person and the Clerk.

## **ANNEX**

For the purposes of these Byelaws, an authorised person is any Court Member with no less than three years' service on the Court.

### **ACCOUNTS AND AUDIT**

#### **Accounts**

The Court shall comply with the requirements of all relevant legislation for keeping financial records, the audit or other scrutiny of accounts (as required), as the case may be, of:

annual reports;

annual returns; and

annual statements of account.

Accounting records relating to the Company shall be made available for inspection by any Court Member at any reasonable time during normal office hours and may be made available for inspection by Liverymen who are not Court Members if the Court so decides.

The Court shall supply a copy of the Company's latest available statement of account to any Court Member or Liveryman on request.

#### **Audit**

The Company shall have either:

an audit should the income in any year exceed that of one million pounds, which shall be undertaken by external qualified accountants; or

in all other cases the Court shall appoint external qualified accountants to undertake an inspection of the accounts for independent verification of the accounts.

The accounts once approved by the external qualified accountants shall be submitted to the Court for approval. The Court shall make available the approved accounts to all Liverymen.

### **COMMUNICATION**

#### **Means of communication**

Subject to these Byelaws, the Company may deliver a notice or other document to a Member:

by delivering it by hand to an address as provided by a Liveryman;

by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address as provided by a Liveryman;

by fax to a fax number notified by the Liveryman in writing;

in electronic form to an address notified by the Liveryman in writing;

by a website, the address of which shall be notified to the Liveryman in writing.

If a notice or document:

## **ANNEX**

is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Liveryman.

is sent by post or other delivery service it is treated as being delivered:

24 hours after it was posted, if first class post was used; or

48 hours after it was posted or given to delivery agents, if first class post was not used;

provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:

properly addressed; and

put into the postal system or given to delivery agents with postage or delivery paid.

is sent by fax, providing that the Company can show that it was sent to the fax number provided by the Liveryman, it is treated as being delivered at the time it was sent.

is sent in electronic form, providing that the Company can show that it was sent to the electronic address provided by the Liveryman, it is treated as being delivered at the time it was sent.

is sent by a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

## **INDEMNITY**

### **Indemnity**

Every Court Member or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act.

## **RULES**

### **Rules or byelaws**

The Court may make and change any fair and proportionate rules for the operation of the Company which it may think appropriate for time to time, provided that nothing in such rules amend these Byelaws outwith the rules set out in the Charter for amending the Byelaws.

**APPENDICES**

**APPENDIX 1**

**The Charge for Freemen**

I ..... do declare that I will be true and faithful to our Sovereign [Lord] [Lady] [name of Sovereign], [his] [hers] Heirs and Successors and be just, true and faithful in my Art, Trade or Calling. I will at all times hereafter be obedient to the lawful Commands of the Master, Wardens and Assistants of this my Company. I will not neglect or disobey the lawful Summons of the said Master and Wardens and their Successors which shall, from time to time, be given or left in writing for me without I have a reasonable and lawful Cause and Excuse. And for my own part I will well and truly observe, perform and keep, all and every the good lawful and wholesome Rules, Orders, Ordinances and Constitutions made or to be made for the Rule and Government of this my Company. In these and in all things I will well and honestly demean and behave myself to my uttermost Power and [so far as [God] [my God] shall give me Grace] [to be true].

**APPENDIX 2**

**The Charge for Liverymen**

[insert name of applicant], you have already made and signed the Declaration of a Freeman of the Company as laid down in our Charter and Byelaws and I will now read to you the charge.

You shall be a good and true Member unto the Master, Wardens and Assistants of the Art of Mystery of the Needle-makers of the City of London whereof you are now a full Member Admitted.

You shall keep in your power all the lawful Ordinances and Acts now already made within your said Fraternity, so far as shall concern or belong to your Charge.

All these points, as much as in you is, you shall well and truly in your behalf keep and observe to your power [as near as [God] [my God] shall send you grace] [to be true].

**APPENDIX 3****The Charge for Officers**

Do you ..... and ..... and ....., Assistants and Liveryman of the Worshipful Company of Needlemakers, having been elected Master and Senior and Junior Warden respectively of the said Company, declare that you will be true and faithful to our Sovereign [Lady] [Lord] insert name of Sovereign], [her] [his] heirs and successors, and so long as you continue in your office of Master and Senior and Junior Warden respectively, of the said Worshipful Company of Needlemakers, that you will endeavour after the best manner you can, justly, truly, faithfully, and diligently to execute your said Offices, and that with indifference in every respect, also to your utmost powers that you will endeavour from time to time, to put in execution all the good and faithful orders and ordinances, made or to be made for the well and good government of the said Company, without sparing of any person or persons, for favour, affection, meed, dread, malice, reward or promise of reward, during the time you shall continue in and execute your said Offices, and of all and every such goods, plate, jewels, money, household stuffs, and other things, that by reason of your said offices, shall come to your hands, custody, or possession, you will make a true, plain, perfect, and just account, without any fraud or deceit, and the same money, goods, or other things which shall be in your hands or custody at the expiration of the time of your respective offices, you will pay and deliver to the Master and Wardens, and the great part of the Assistants of the said Company, for the time being.

**APPENDIX 4**

**The Charge for Court Assistants**

Do you ..... Freeman and Liveryman of The Worshipful Company of Needlemakers, having been elected and chosen an Assistant of the said Company, do declare that you will be true and faithful to our Sovereign [Lord] [Lady] [insert name of Sovereign], [his] [her] Heirs and Successors and that, so long as you continue as an Assistant of the said Company, or be eligible to be a Warden of the said Company, you will be diligent in your said Office and be ready to assist the Master and Wardens when and as often as you shall be called or warned thereunto, having no lawful let or leave to the contrary. All the lawful Acts, Counsels and consultations which touch or concern the good benefit or advantage of the said Company of the Needlemakers in any of our Courts had, done, treated or consulted of, you will not reveal to any person or persons whatsoever, other than to the Master, Wardens and Assistants not then present, and will endeavour yourself as near as you can with all indifferency to give your soundest and best advice, Counsel, and opinion to the Master and Wardens in all such things as they shall lawfully require your advice, Counsel, and opinion in touching the said Company, or the Art or Mystery of a Needlemaker, or touching any of the Orders and ordinances made, or to be made, concerning the said Art, or any person or persons using the same within the City of London and ten miles thereof. You will not in giving or declaring your advice, Counsel, or opinion, spare any person or persons for favour, affection, meed, dread, malice, reward, or promise of reward, or assess any person or persons for any hatred or malice, but will uprightly, justly, honestly, and faithfully behave and demean yourself in the said Office or place of an Assistant, according to the truth and justice as near as you can.



**APPENDIX 5**

**The Charge for the Clerk**

I swear that I shall be good and true to our sovereign [Lady] [Lord] [insert name of Sovereign], [her] [his] heirs and successors, and in all matters and things lawful and reasonable, I will be faithful and obedient to the Master and Wardens of the Art and Mystery of the Worshipful Company of Needle-makers of the City of London for the time being and their successors. I will keep all the lawful councils and secrets of the Company and will not deliver the copies of any books or papers concerning the Company, nor of any art or ordinance made or to be made and ordained within this Company, whereby the Company may receive any hurt or prejudice, neither show the same papers or books to any persons without the knowledge of the said Master and Wardens, neither embezzle any manner of writing, books, scrolls, evidence or property belonging to the said Company. I will also give my best council and advice unto the Master, Wardens and Assistants for the time being, in all things concerning the common weal and profit of the said Company. I will diligently and truly inform the Master and Wardens for the time being of all Acts, Orders and Ordinances of the said Company so that errors may not, by my silence or negligence be committed. I will carefully register all Orders made from time to time by the Master, Wardens and Assistants and will faithfully and honestly demean and behave myself in the execution of my office and in all things act well and truly towards the said Company and all things according to my best judgement. [So help me God.] [This I truly declare.]

**APPENDIX 6**

**The Charge for the Beadle**

I swear that I shall be good and true to our sovereign [Lady] {lord} [insert name of Sovereign], [her] [his] heirs and successors, and in all matters and things lawful and reasonable, I will be faithful and obedient to the Master and Wardens of the Art and Mystery of the Worshipful Company of Needlemakers of the City of London for the time being and their successors I will diligently and truly inform the Master and Wardens for the time being of all Acts, Orders and Ordinances of the said Company so that errors may not, by my silence or negligence be committed. I will carefully register all Orders made from time to time by the Master, Wardens and Assistants and will faithfully and honestly demean and behave myself in the execution of my office and in all things act well and truly towards the said Company and all things according to my best judgement. [So help me God.] [This I truly declare.]

**APPENDIX 7**

**The Charge for Honorary Liverymen**

*[insert name of applicant], you have been selected by the Worshipful Company of Needle makers to be an Honorary Liveryman of the Company as laid down in our Charter and Byelaws. Please make the declaration:*

I will be true and faithful to our Sovereign [Lord] [Lady] [name of Sovereign], [his] [hers] Heirs and Successors and be just, true and faithful in my Art, Trade or Calling. I will at all times hereafter be obedient to the lawful Commands of the Master, Wardens and Assistants of this my Company. I will not neglect or disobey the lawful Summons of the said Master and Wardens and their Successors which shall, from time to time, be given or left in writing for me without I have a reasonable and lawful Cause and Excuse. And for my own part I will well and truly observe, perform and keep, all and every the good lawful and wholesome Rules, Orders, Ordinances and Constitutions made or to be made for the Rule and Government of this my Company. I shall be a good and true Member unto the Master, Wardens and Assistants of the Art of Mystery of the Needle makers of the City of London.

All these points, as much as in you is, you shall well and truly in your behalf keep and observe to your power [as near as [God] [my God] shall send you grace] [to be true].