



UNITED GRAND LODGE
OF ENGLAND

Masonic Centres – Developing Financial Sustainability



**Code of Practice for
the Management of
Masonic Centres**



**Guidance Notes for the
Management of Masonic Centres
& Provincial
Grand Superintendent of Works**



**Building &
Maintenance**



New Build or Relocation



Refurbishment



**Ownership &
Financial Governance**



Central Procurement



**Increasing
Revenue Streams**



Success Stories



UNITED GRAND LODGE
OF ENGLAND

**Guidance Notes for the
Management of Masonic Centres
&
Provincial Grand Superintendent of Works**

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1. INTRODUCTION



Masonic Centres are key to the future of the Craft. A well run centre will be inviting, and brethren will be pleased to take their friends and family to the building on social or other occasions; and be happy to dine after meetings in a convivial atmosphere. **A well-managed Masonic building will ensure that Lodge subscriptions are competitive/affordable, which may involve maximising external income; and that pricing (and pricing structure) will take into account the impact on individual Lodges and membership.**

Despite the importance of the running and management of our Masonic Centres, the Province and indeed Grand Lodge, have no jurisdiction over their future.

Masonic Centres may be owned by a Lodge or Group of Lodges, or a company controlled by a Lodge or Group of Lodges, and sometimes the management of the Masonic Centre is separated from the ownership. The Owners/Managers (Owners) are very often enthusiastic amateurs, doing the best they can with limited knowledge; and perhaps obtaining “advice” on the cheap, or free, from interested friends or Masons keen to help.

Provinces cannot interfere with the Ownership of Masonic Centres, nor would they wish to do so. However, the importance of centres is such that the Province has a responsibility to do what it can to ensure that they satisfy the needs of the Lodges and brethren – and in this connection “needs” refers not only to financial matters but also the development of the Craft; Brethren enjoying their Freemasonry, involving their friends and family, at a reasonable cost.

2. MISSION STATEMENT



The management of Masonic Centres demands more than just simply maintaining and servicing the buildings. It is a highly complex and technically demanding function to provide support to the centres operations, enabling the management to better achieve its stated objectives. Frequently Masonic Centres are unclear on all of their objectives. A defined strategy with clear aims and objectives will provide maximum benefit, with results being measured in terms of quality of service and value for money rather than on cost alone.

The office of [the Provincial Grand Superintendent of Works](#), and where appointed, [the Assistant or Area Superintendents of Works](#) will lead, guide, and advise Masonic Centres in adopting best practice in their management function to ensure the centres are put to the most beneficial use for the satisfaction of the members and involvement of the wider community.

3. MASONIC CENTRE PRINCIPLES



A successfully run Masonic Centre will have as its foundation:

- 3.1 A management team that is diverse, knows and fully understands the extent of its roles, responsibilities, and powers. One that presents new members of the management with a realistic picture of what is involved. One where the members are democratically elected by a majority of the Brethren.
- 3.2 A detailed business plan and management strategy that is workable and up to date, containing provisions for everything the management needs to do and that can accommodate Provincial and local requirements.

3.3 An effective means of communication and consultation with the members to ensure that their needs and interests are understood.

3.4 Provision of a building (Centre) that meets all legislative requirements and provides the facilities to meet the needs of the members' activities.

3.5 A funding regime that is sustainable and diverse enough to allow management sufficient flexibility to direct their activities in accordance with the members' needs and requirements.

4. INITIAL STRATEGY



The ultimate goal must be to have a co-ordinated [Code of Practice](#) for the Masonic Centres within a Province and to ensure that the management of centres understand and acknowledge the huge potential impact they have upon the well-being of the membership.

4.1 Across a Province there will be XX Lodges with XXX Freemasons meeting at XX Masonic Centres. Looking at this from a business perspective there will be xx individual customers being provided with a service via the xx Lodges through xx points of service over which the Province has no jurisdiction and at the moment limited knowledge.

4.2 UGLE and PGL are concerned that any issues with a Masonic Centre could have a detrimental effect upon Freemasonry in general and membership in particular.

4.3 The Initial Strategy within the Provincial and Area Superintendent's remit must be to look at each Masonic Centre and:

- Understand how it operates and provides services;
- Assess the management and operational functions;
- Report upon the current status;
- Review the findings for further consideration.

4.4 This Initial Strategy should, ideally, take no longer than six months.

5. DEVELOPMENT OF FOLLOW ON STRATEGY



5.1 At the conclusion of the initial review period it will become apparent where the focus of attention should be directed.

5.2 The actions should then fall into the categories of:

- Guide and recommend as appropriate
- Implement actions as required
- On-going review

5.3 The follow on Strategy has to take account of the identified risks arising out of the review and include for contingency plans.

5.4 In due time the bespoke Provincial Code of Practice and Guidance Note for the Management of Masonic Centres will be produced.

6. UNDERSTANDING AND ASSESSING MASONIC CENTRES



6.1 In the first instance the Provincial Grand Superintendent of Works will prepare, with the aid of any appointed Assistant or Area Superintendents and Masonic Centre Chairman and committee, a report upon the centres within their Area.

6.2 The purpose being to provide a clear picture of the status of the Masonic Centres so that we can fully understand the current position and develop a Provincial best practice moving forward.

6.3 The initial report will generally cover, but not be limited to:

6.3.1 Corporate and Statutory Matters

- Form of Ownership
- Management Structure
- Lodge involvement and member liaison
- Changing Structure and Hire Charges
- Form of Agreement with Lodges
- Availability of AGM Minutes, Representative meeting minutes and Accounts
- Evidence of all relevant Insurances
- Health & Safety
- Disabled Access
- Evidence of all Statutory notices being displayed
- Annual Safety Checks; Fire Risk Assessment; Food Hygiene

6.3.2 Management

- Catering, cleaning, maintenance, waste management, service providers and associated contracts and/or methods of engagement
- Employment
- Evidence of Business Plan and Future budgets
- Evidence of Gaming; Lotteries, Alcohol; PRS Licences etc.
- Evidence of a Building Improvement and Maintenance Programme

6.3.2 General Centre Matters

- Brief History and description of facilities provided
- Third Party Involvement and usage; Additional Commercial Activity
- Brief review of Building Fabric and status of Facilities
- General “feeling” of customer relations and overall Masonic experience
- Approach to Fund Raising and Marketing
- Known and identifiable issues
- Matters requiring urgent and immediate attention

6.4 It should be stressed that this review IS NOT about finding right or wrong answers but about fully understanding how our Centres are owned, managed and operated to ensure that appropriate advice, information and guidance can be given to deliver the best service possible to the Brethren of the Province.

6.5 Striving to achieve best Practice must always be the goal.

6.6 The *Code of Practice for Masonic Centres* addresses the basic matters of which all Centres should be aware.

7. SUPERINTENDENT'S WORKING PARTY



7.1 The success and future of our Masonic Centres is dependent upon best practice being followed and ensuring that effective support is given from Province to the centres and sharing as much data and information as is possible.

7.2 To this end a working party will be formed to review, discuss, and formulate Provincial Policy, where deemed appropriate, on:

- Standard Agreements with Lodges
- Standardised charges for meeting and hires
- **Combined Procurement:**
 - Energy
 - Insurances
 - Health & Safety advice
 - Maintenance and Repair Contracts
 - Stair Lifts, Disability Equipment, First Aid Equipment
 - Training Courses for designated Supervisors, First Aid etc.
- Environmental Responsibility
- Involvement in Community Projects

7.3 Review and where appropriate publicise availability of support from Masonic Central Funds and General Charitable Trusts for improving facilities for Disabled access and usage.

8. ON-GOING SUPPORT: ADVICE AND GUIDANCE



8.1 In addition to the initial review detailed above, the ProvGSuptWks and his team will be available to provide the support network when required by centres in terms of the usual queries relating to the daily running and management of centres, building maintenance, future projects, and statutory and regulatory issues.

8.2 Care must be exercised by Area Superintendents that advice given does not cause difficulties with individuals' Professional Organisation Membership rules, Professional Indemnity Insurance or leave the Province in an exposed position.

8.3 Information given should accord with best practice and where appropriate be in line with the RICS guidance note for Strategic Facility Management 1st Edition.

8.4 Information given in line with the above requirements should always be caveated that the centres should obtain independent professional advice.

8.5 As much historic information should be obtained as practicably possible, filtered and recorded against the individual centre's O & M manual. All new enquiries (of any nature) are to be recorded centrally for future reference.

9. FUTURE STRATEGY AND CONCLUSION



9.1 Following the completion of the Initial Masonic Centres' review, and having full understanding of the Guidance notes, the Provincial Grand Superintendent of Works should assist each centre in developing their own centre code of practice and operations manual.

9.2 Attached at [Appendix A](#) is a series of specific documents and reference papers giving detailed guidance on such matters as:

- [Structure & Ownership of Masonic Centres](#)
- [Code of Practice for the Management of Masonic Centres](#)
- [Maintenance of Masonic Centres](#)
- [Refurbishment and Increasing Revenue Streams](#)
- [Centralised Procurement](#)
- [New Build and Relocation Projects](#)

9.3 In addition to establishing current status it is vitally important that Provincial Grand Superintendent of Works reports upon the future viability and sustainability of Masonic Centres in their Province. Armed with the current status reports and taking into consideration educated assessments of future sensitivities for income, expenditure, liabilities and membership levels a Provincial strategy can be developed.

9.4 It must be recognised that no two masonic centres are the same and one size does not fit all. Establishing best practice must recognise individual centre variations and operate within that framework.

9.5 In conclusion, the role of a Provincial Grand Superintendent of Works is to assist, support and guide Masonic centres towards a best practice benchmark to ensure that the membership is enjoying the best possible experience at the Masonic centres within the Province.

APPENDIX A - Reference material and further reading

- Structure & Ownership of Masonic Centres
- Code of Practice for the Management of Masonic Centres
- Building & Maintenance of Masonic Centres
- Refurbishment and Increasing Revenue Streams
- Central Procurement
- New Build and Relocation Projects

Facilities Management

RICS Guidance Notes for Strategic Facilities Management 1st Edition www.rics.org/guidance

APPENDIX B - Centre Information

- List of Masonic Centres within Province
- Location Map
- List of Lodges meeting at each Centre

APPENDIX C - Specific Centre Information and Guidance for Centre Review

- **Centre Overview.** This provides a quick opinion based overview to assist the Province in forming a risk register to develop a strategy where short to medium term assistance may be required. It will assist where difficulties may be encountered and identifying where immediate support is required.
- **Masonic Centre Review & Information Register** along with the supplementary questionnaires (documents detailed below) will provide the detailed factual based evidence to allow suitable medium and long term strategies to be developed to ensure the future of Masonic Centres.
 - Centre Location Information
 - Centre Masonic Dates
 - Centre Financial Information

Appendix C - Masonic Centre Overview

Masonic Centre:

Date of Review Next Review Due

Guidance Note

The report below is the view of the ProvGSuptWks based upon the attached review, a site visit conducted on and reports received from AreaSuptWks, Centre Management (if other please identify) where received additional reports attached.

The report should address, but not be limited to:

1. **Property.** State of repair, Atmosphere: General feel good factor, Interior décor, cleanliness etc
2. **Use of Centre.** Is it being effectively and efficiently used, does it have spare capacity, what is its suitability for external use?
3. & 4. **Ownership & Management of the Centre.** Is there an effective management structure in place? Are they aware of current requirements? Are there any undue influencing factors?
5. **Finance.** Is due consideration being given to 5 year plans, budgets, and proper asset management and fully inclusive business plans?

Space for Report

Conclusion

In your opinion should the Centre be categorised: **GREEN**
AMBER
RED

Recommendations for further Action with timeframes

Note Proposed future review periods:

- GREEN** 5 Years
- AMBER** 2/3 Years dependent on satisfaction of recommendations
- RED** As dictated by response to recommendations & level of Provincial involvement

Date:

Next Update/Review Date:

Appendix C – Masonic Centre Review & Information Register

All information to be held in strictest confidence.

Please complete the following questions in relation to the Masonic Centre premises (“the property”) as fully and in as much detail as is possible. * *(delete as necessary)* Mark Boxes

1 The Property *(Please attach to Appendix A. Labelled Internal & External photographs, Google maps style location plan, Internal floor plans)*

Address:	
N ^o /Name	
Street	
Town	
County	
Post Code	

Contact Details	
Responsible Individual	
Contact N ^o	
Email	
Tel N ^o Centre	

Temples/Lodge Rooms N ^o	
Size m ²	
Dimensions (A x B)	
Max Capacity N ^{os}	

Dining Rooms N ^o	
Size m ²	
Dimensions (A x B)	
Max Capacity N ^{os}	

Committee Rooms N ^o	
Size m ²	
Dimensions (A x B)	
Max Capacity N ^{os}	

Rehearsal Rooms	
Size m ²	
Dimensions (A x B)	

Max Capacity N ^{os}	
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Lounge/Bar Area N^o	
Size m ²	
Dimensions (A x B)	
Max Capacity N ^{os}	

Other Rooms N^o (if applicable)	
Size m ²	
Dimensions (A x B)	
Max Capacity N ^{os}	

Toilet Facilities N^{os}	
Gents	
Ladies	
Disabled	

1A Property Accessibility

Other Facilities to assist disabled/elderly users. Does the centre have:	Yes	No
Easily accessible main entrance?		
A lift?		
Stair lift(s)		
Hearing Loop		

Does the centre have a defibrillator?		
---------------------------------------	--	--

Is a Steward/caretaker employed?		
If so is he or she accommodated on the premises?		
If a caretaker lives on the premises, please describe the contract, tenancy, or other arrangement:		

Car Parking:	
On Site?	
N ^o Spaces	
N ^o Disabled Spaces	
Off Site: (Please describe whether on street, local car park, whether free or pay and approximate distance.)	

--

Public Transport (Please describe proximity of Train Station, Bus Route, Taxi Rank etc)

1B Investment & Associated Property

Is the Centre, directly or indirectly, involved in the ownership and/or management of any Investment or Associated Property? Please give a brief description of relationship, type (Residential/Commercial, details of leases etc)

2 Use of the Centre (Please attach to Appendix B the schedule of meeting dates)

Names & N ^{os} of following orders which use the Centre & how often they use :			
Craft Lodges N ^o		N ^o Regular Meetings	
Chapters N ^o		N ^o Regular Meetings	
RAM Lodges N ^o		N ^o Regular Meetings	
Other Orders N ^o		N ^o Regular Meetings	
Mark Lodges N ^o		N ^o Regular Meetings	
Is there any spare capacity?	YES		NO

Are any parts of the Centre used by non-Masonic bodies?	YES		NO	
If Yes, please give details: (Categories & Users of Centre, Catered Events, Functions)				
Is there any spare capacity?	YES		NO	

3 Ownership of the Centre

Is the Centre owned by: an Individual, a Lodge, Trust, Masonic Hall Company, a Limited Company (state format), Other*			
If a Company			
Name and Registered Number:			
Is it a company limited by Shares* or Guarantee*?			
Names of its shareholders or guarantors:			
Please send a copy of its Memorandum and Articles of Association and, if possible, it's last Annual Return to Companies' House.			
Names of its Directors and Secretary:			
If a Trust?			
Please give the names of its trustees and on behalf of whom do they hold it in Trust?			
Can you confirm all Trustee appointments are up-to-date?	Yes	No	
Please supply a copy of its Trust Deed and other relevant documents.			
Other: Please provide details:			
For how long has the Centre been owned in this way?			

Is the Title to the Centre?	Freehold		Leasehold	
Is the Centre Listed or in a Conservation Area?	Yes		No	
If Yes, please give details:				
Where are the Property Deeds held?				
Are the titles?	Registered		Unregistered	

4 Management Structure

Please provide a simple wire diagram of the Ownership & Management structure clearly identifying individuals and sub-committees with responsibility for specific functions and facility management.
How is the Centre managed on a day to day basis?

5 Finance

Is the property unencumbered?	Yes		No	
Is there a loan or mortgage?	Yes		No	
If Yes, please provide details:				
Please provide a copy of the latest Annual Accounts. Do the Annual Accounts accurately reflect long term debts, loans or similar and, if so, how is it to be repaid and is that repayment secured (e.g. by mortgage or charge) on the property?				
How are the running expenses funded – e.g. by levies on and/or by rents charged to the Lodges and Chapters that use it – and how are the levies and/or rents calculated?				
Please provide details of charges i.e. per meeting/per member per meeting £				
Is there a sinking fund or similar account maintained to provide for periodic and capital expenditure?	Yes		No	
If so, how is it funded?				
Address specific matters raised in Appendix C.				

6 Insurance

Is the Centre fully insured in respect of:	(a) Buildings?	
	(b) Contents?	
	(c) Employer's Liability?	
	(d) Public Liability?	
	(e) Directors/Trustees Liability?	
	(f) Any Other Liability Cover? (please give details)	

What advice is obtained as to the risks insured against and the amounts of the cover in every case? If so, please describe:		

7 Licences

Are the following licences held:	(a) Club Licence?	
	(b) Premises Licence?	
	(c) Music (PRS)?	
	(d) Lotteries & Gaming Licence?	
	(e) Wedding Licence?	
	(f) Other ? (please give details)	
In whose name(s) are they held:		
Are there any outstanding issues in regard to the licences?		

8 Security & Statutory Compliance

Are there burglar and/or fire alarms fitted?	Yes		No	
If so, please describe:				
Has expert crime prevention or other advice been obtained in connection with the security of the Centre?	Yes		No	
If so, please describe:				
Has the Centre been inspected by the Fire, Health & Safety, Food Safety or any other Authorities?	Yes		No	
If so, state which Authorities, when the last inspections took place and what was the outcome in each case:				

Please give details of any conditions or requirements of any Authorities which have not been or are not being complied with at the centre:				
Have there been any Security/Compliance/Insurance related matters within the last five years?	Yes		No	
If so, please describe:				

9 Catering & Associated Contracts/Management Arrangements

Do the Brethren dine on the premises?	Yes		No	
If No, what arrangements do they make for dining:				
If Yes, how many dining rooms are there in the Centre:				
What is the capacity of each:				
Have these capacities been agreed with the appropriate Authorities, and, if so which?				
Please describe the arrangements for managing the following functions (i.e. In house, Franchised, Contracted, etc) where applicable:				
Catering:				
Bar:				

Cleaning:
Maintenance:
Facilities Management:
Other (Describe):
Please describe the cooking/catering facilities in the Centre:
If dining is provided by catering facilities in the Centre, are the catering/waiting staff employed by the Centre, or are they franchised or otherwise contracted?
Please describe the arrangements with the caterers and where appropriate advise the status of Income Tax, NI and VAT liabilities:
Do third party contractors carry their own Employers & Public Liability Insurance?

10 Planned Works

Are any works or improvements planned for the premises?	Yes		No	
If so, please provide details:				

11 Any Other Matters/Comments

Are there any other matters affecting the Masonic Centre, i.e., maintenance problems, financial issues, etc?

12 Uniform Business Rates

Does the Masonic Centre pay Uniform Business Rates (UBR)?	Yes		No	
If No, can you please give details of on which grounds the building is exempt from UBR?				

13 Other Sources of Income/Funding

What other sources of income or funding does the Centre have?
<ul style="list-style-type: none">▪ Income from property (rents received, car parking charges, solar panels, communication masts, etc)

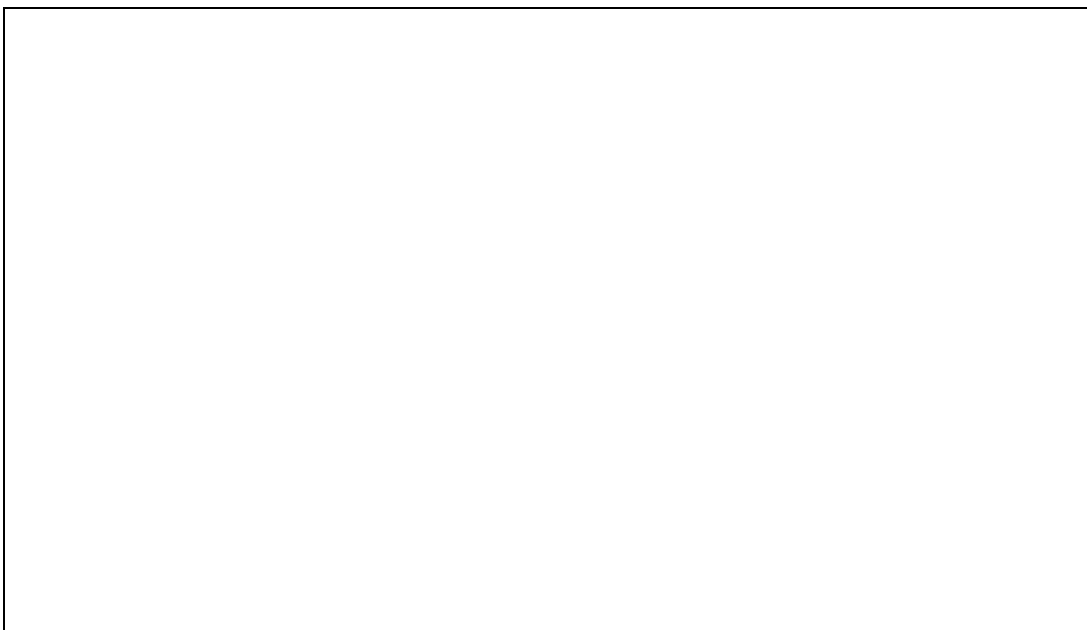
▪ Other Income (external catering events, room hire, function hall, franchise fees, etc)

Signed:			
Print Name:			
Rank:			
Position:			
Address:			
Telephone No:		Email:	

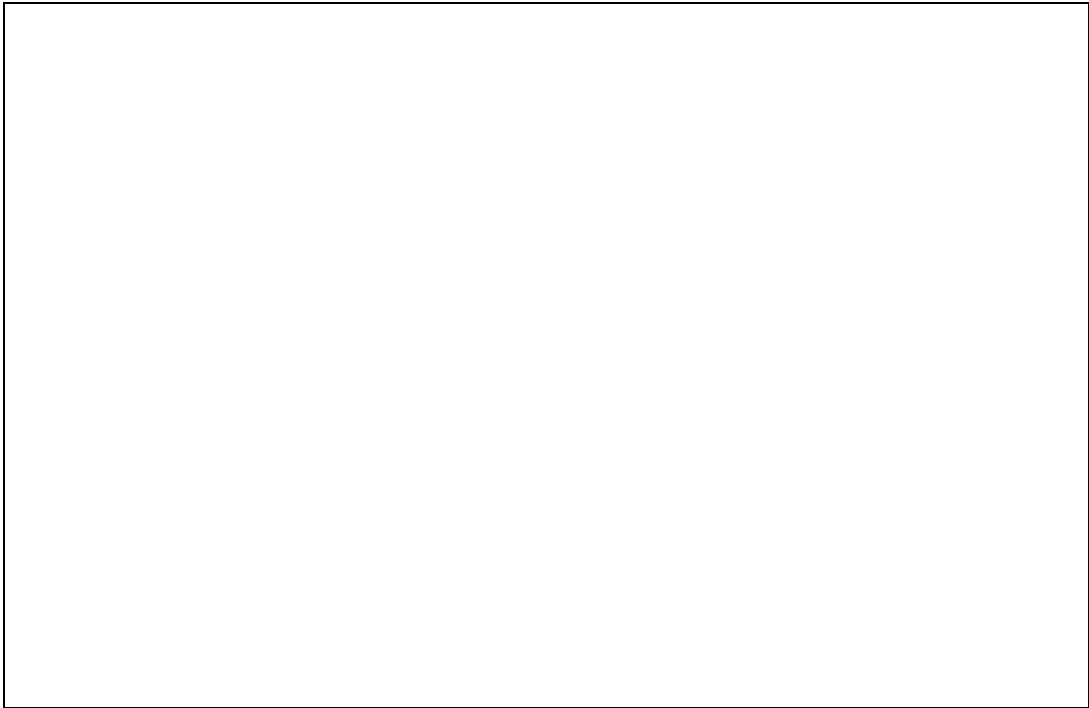
Appendix C – Centre Location Information (either embed in document or attach)

i) External and Internal Photographs

ii) Google Style Location Map



iii) Internal Floor Plans (note these should be readily available as part of the fire strategy documentation)



Appendix C - Centre Financial Information

Finance/Accounts Section

1. Obtain copy of last annual Financial Statements/Accounts (and if possible two previous years).
2. Obtain copy of last Financial Statement/accounts/Management Reports.
3. Obtain copy of current budget/business plan/financial plan (or forecast).
4. Review current accounting arrangements, who is responsible for them and if relevant segregation of duties/responsibilities.
5. Ascertain Financial Reporting Procedures.
6. Obtain details (and where appropriate supporting documentation) of loans/borrowings and financial assets.
7. Determine VAT status of Centre and VAT planning.
8. Ascertain method of calculating charges to Users, both Masonic and Non-Masonic.

From the above assess whether:

1. Accounting records and systems are adequate and meet the requirements of the Centre and safeguard its assets.
2. Reporting and business plans/financial projections are adequate and enable management to understand the financial position and challenges of the Centre.
3. Whether a risks/benefits analysis has been carried out on individual activities (e.g. catering services).
4. Are there any current statutory compliance issues and are any expected?
5. Overall is the Centre viable and what is the financial outlook?

Appendix D - Job Descriptions

Provincial Grand Superintendent of Works



Reporting to: Provincial Grand Master or appointed representative

Mission

To facilitate the growth and retention of membership by ensuring that our Masonic Centres provide the best environment to meet the needs of modern Freemasonry.

Scope of Works:

1. Develop working relationships with Masonic Centre management to assist in identifying future strategies and objectives.
2. To inspect or arrange to be inspected all Masonic Centres within the Province and assess the sustainability.
3. To support Masonic Centres in identifying and achieving the best practice in their management function to ensure the centres are put to the most beneficial use for the satisfaction of the members and the involvement of the wider community.
4. Provide professional advice and guidance to Masonic Centres including the need for advice on specialist intervention where necessary.
5. Monitor, review and report upon the Masonic Centres and make recommendations.
6. Facilitate the liaison between Masonic Centres and the Province.
7. Develop best operating practice across the Province.
8. If appointed, to monitor and manage any appointed Assistant, Area, or Group Superintendent of Works.
9. To work within the framework set out in the Provincial Grand Superintendent of Works guidance notes and develop the standing of the centres within the Province.

Assistant, Area, or Group Superintendent of Works (ASW) - Job Description



Reporting to: Provincial Grand Superintendent of Works

Scope of Job

To support Masonic Centres in identifying and achieving their current aims and goals.

Develop working relationships with Masonic Centre management to assist in identifying future strategy and objectives.

Provide professional information and guidance to centres.

Strategic Tasks

Liaise with the Provincial Grand Superintendent of Works in order to develop best operating practice across the Province.

Ensure Masonic Centres are being put to the most beneficial use for the satisfaction of members and the involvement of the wider community.

To carry out an initial assessment of Masonic Centres and provide updated reports.

To provide ongoing feedback to Provincial Grand Superintendent of Works to assist in development of future Strategy.

To work within the framework set out in the Provincial Grand Superintendent of Works guidance notes.



UNITED GRAND LODGE
OF ENGLAND

**Code of Practice
for the
Management of Masonic Centres**

DISCLAIMER AND IMPORTANT NOTE

This paper is produced and made available on the strict understanding and basis that no liability is accepted for any errors contained in it, whether they are errors of fact or opinion or otherwise.

Appropriate advice should be obtained before applying the information to particular circumstances.

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- 1.1 Introduction
- 1.2 Legislation applying to Masonic Centres
- 1.3 Companies Act
- 1.4 Duties of a Company Director
- 1.5 Employment Legislation
- 1.6 Health & Safety
- 1.7 Fire Safety
- 1.8 Electrical Safety
- 1.9 Gas Safety
- 1.10 Food Safety
- 1.11 Alcohol and Entertainment Licensing
- 1.12 Disability Discrimination
- 1.13 Smoke-free Legislation
- 1.14 Listed Building
- 1.15 Further Advice

2. SWOT Analysis



3. Construction and Building Procurement



1. Masonic Centres and the Law



1.1. Introduction

As with all small businesses, management of Masonic Centres face a constant challenge to keep up to date with the ever-burgeoning legislation on employment, health and safety, fire safety, food safety, disability discrimination and others.

As Freemasons, it is very important that we conduct our business affairs responsibly, are good employers and manage Masonic premises in compliance with the applicable legislation. This is not only essential to the running of our Centres, but is also relevant to the good reputation of the Craft. Non-compliance can result in civil and criminal legal proceedings, with potentially heavy fines and damaging adverse publicity for the Masonic Centre and for Freemasonry.

Centres may be operated as limited companies, members' clubs or, in a few cases, as charitable trusts. Whichever applies, it is vital that Directors, Club Officials or Trustees understand the responsibilities that come with their appointment. Directors should be aware that they have personal responsibilities under the Companies Act and other legislation for the proper running of the Masonic Centre and for compliance, with the legislation that applies to it. The fact that duties may be undertaken voluntarily and are unpaid does not diminish these responsibilities. Should an offence be committed, Directors and managers as well as the Masonic Centre Company or Club may be liable to legal proceedings leading to a fine or even imprisonment.

This is unlikely to arise in a well-managed Centre, but it does reinforce the need for brethren running Masonic Centres to be aware of and ensure that the Centre complies with the applicable legislation.

1.2. Legislation applying to Masonic Centres

Some of the main areas of legislation likely to apply to Masonic Centres are briefly described in the following paragraphs. This Code of Practice is not intended to be and should not be regarded as being a complete or authoritative guide to the legislation, and [the disclaimer and important notice](#) should be noted. It is hoped that it will help in suggesting issues to be considered and sources of further information and advice.

1.3. Companies Act

If a Masonic Centre is run as a limited company, the administration and activities of the limited company will be governed by [The Companies Act 2006](#).

The Act governs the provisions for shareholdings and the appointment of Directors and the Company Secretary. The shareholders are the people who own the company and are responsible for its overall direction. The Directors deal with the day to day management of the company and need not necessarily be shareholders themselves. The Secretary is an officer of the company and can be one of the Directors.

As a limited company the provisions of The Companies Act will lay down the requirements for the preparation of accounts, and for the filing of the same at Companies House. Based on turnover and asset value it is unlikely that the Act will require the accounts for a Masonic Centre company to be professionally audited, or a

full financial statement to be filed at Companies House. (Nevertheless, Directors will wish to observe Masonic propriety with regard to auditing.)

With regard to filing, Companies House will accept an abbreviated set, which gives brief detail of the position of the company at its year end.

The accounts have to be filed with the Registrar within nine months after the accounting year end. In the case of a Masonic Centre operating under the auspices of a limited company, it would be usual for the shareholders to be the individual Lodges and units meeting at that centre. Control of those shares within the individual Lodges could be vested in, for example, the Worshipful Master, the Secretary or Treasurer for the time being, or a representative appointed for that purpose.

Some Masonic Centre companies may have a small number of private shareholders; where this is the case, it is very desirable to persuade the holders to return their shares to the company. This will avoid difficulties which may otherwise arise following the death of shareholders, when shares held privately are liable to be lost or pass to non-Masonic family members.

The Directors will be elected and appointed by the shareholders and this can be for a stated length of time or for an indefinite period until resignation or removal by a resolution passed by a majority of the shareholders.

It is not now a statutory requirement for a company of the size envisaged to manage a Masonic Centre for an Annual General Meeting to be held, although it is strongly recommended that one should be held to keep the shareholding Lodges informed and give them a voice. The only other meeting that is likely to be convened is an Extraordinary General Meeting at which some items of business requiring a Special Resolution would be considered.

1.4. Duties of a Company Director

The starting point is to recognize and accept that the Province, the Groups and the Masonic Centres should be working together as a team, in good faith, for the benefit of Lodges and for the good of Freemasonry in general.

In law and in practice, those running and managing Masonic Centres are normally Company Directors, and it is important to understand clearly the duties of Company Directors. These can be found in [the Companies Act 2006](#) and in case law.

Masonic Centres are there principally to serve Freemasonry and Lodges, and normally this will be reflected in the company's constitution.

Here is some general guidance for Company Directors:

- act in the company's best interest, taking everything relevant into account
- obey the company's constitution (the Memorandum and Articles of Association) and decisions taken under it
- be honest, and avoid any conflict of interests
- be diligent, careful and well informed about the company's affairs
- seek external advice where necessary

It is important that Company Directors take everything relevant into account when planning, making decisions and taking action. In particular, it is essential that Company Directors consult and work with their respective Groups and Lodges,

properly and fully, so that Masonic Centres can act in the best interests of Freemasonry and Lodges.

It is good practice for Company Directors to engage in forward planning, and to prepare a rolling business plan (typically for 5 years), which is thereafter constantly reviewed and updated. Such a business plan can only be prepared, and reviewed and updated if the Company Directors consult and work with the Groups and Lodges at all times.

If Company Directors do not consult and work with their respective Groups and Lodges, as indicated above, they are likely to be in breach of their duties. If that breach of duty results in loss and damage to the company and its shareholders, the Company Directors may face personal liability. That said, if Company Directors discharge their duties in a diligent, careful and well informed manner, having consulted fully and properly, and taken everything relevant into account, they will avoid personal liability.

Those who are most likely to be affected by a breach of duty are the shareholders, and in most cases the shareholders will be the Lodges (or their representatives) - which means Freemasonry. In some cases, there may be other individual shareholders who will be affected by the breach of duty.

1.5. Employment Legislation

Employment legislation covers recruitment, pay and contracts of employment, hours of work, holidays and other time off, maternity and other parental rights, trade union membership, equal opportunities, pensions, dismissals and redundancy.

All employees should receive and sign a [contract of employment](#), which should include written particulars of:

- job title
- date of commencement of employment
- rate of pay, including any overtime and bonus pay
- pay interval
- hours of work
- holiday entitlement
- length of sick pay
- disciplinary procedures
- a written description of the duties

1.6. Health & Safety

[Health and safety legislation](#) is extremely wide ranging and requires employers and persons in control of premises to assess and control the risks from work activities. Duties are placed on employers, directors, managers and employees. The legislation applies to all work activities in Masonic centres and to the condition of the centre itself, which should be safe and without risks to the health of staff, visitors and members.

The starting point is a [health and safety policy](#), which should be in writing where live or more persons are employed. Specimen health and safety policies are available, but should be tailored to the Masonic Centre and cover the organisation and arrangements and for carrying it out. This will help to show all concerned, including staff and local authority inspectors, that risks have been considered and controlled.

The range of Acts, Regulations and Codes of Practice is daunting but much of it amounts to a common-sense, risk based approach to health and safety. The premises should be properly maintained to avoid tripping or slipping hazards. Gas and electrical installations and appliances should be properly maintained and regularly inspected.

Lifts should have an insurance inspection every year. Inflammable or hazardous materials should be safely stored and used. Cleanliness is important. There should be safe means of access and egress, adequate lighting, handrails where necessary on steps etc.

Offices, bars, dining and Masonic meeting rooms are relatively low risk areas and most requirements will be satisfied by good housekeeping, instruction and supervision. A risk assessment should be carried out, with points to consider including lifting and carrying, safe use of all chemicals and cleaning agents (COSHH assessments), any work at heights e.g. cleaning or changing light bulbs, cash handling and security and the employment of young persons. Other topics for consideration may include asbestos, lone working and how to deal with possible aggression or violence towards staff. Not all risk assessments need be put in writing, but it is advisable to record agreed systems of work for certain jobs and to specify how to report faults and hazards.

The kitchen is likely to be the highest risk area in a Masonic Centre, with numerous health and safety hazards including slipping, scalding, burning and the use of machinery. Specific health and safety requirements apply and it is important that a comprehensive risk assessment is carried out. A copy of [HSG55 Health and Safety in Kitchens & Food Preparation Areas](#) is essential reading.

Where kitchen staff are employed by a caterer or franchise holder these responsibilities may be his, but close cooperation is essential. The Masonic Centre will retain certain responsibilities as the owner of the premises. The catering contract or franchise agreement should make clear the respective responsibilities of the caterer or franchise holder and the Masonic Centre Company.

Building or maintenance work will require close co-operation between the Masonic Centre management and contractors. Both are responsible for assessing risks to health and safety from activities under their control. It is essential that any person working on the premises should be made aware of the existence of any asbestos. Older premises especially should be surveyed for the presence of asbestos, which should be clearly marked, and a copy of the report kept on site. Work on hot and cold water pipes and tanks should be inspected for compliance with water by-laws, and the system chlorinated after completion of work.

It is advisable to draw up a set of rules for contractors, which should be brought to their attention at the tender stage as well as when working on site. Further advice about construction work on Masonic premises is given elsewhere in this report.

1.7. Fire Safety

[UK fire safety legislation changed in October 2006](#). The previous Act and regulations were scrapped, along with the requirement for fire certificates. Fire certificates are replaced by a risk assessment approach, in line with health and safety legislation. Employers are now solely responsible for fire safety within their workplaces.

Fire safety covers fire-fighting equipment and fire alarms, emergency escape routes and exits, assembly points, provision of training and information, control of risks from inflammable substances and keeping fire routes and doors operational and unobstructed.

The Regulations require the appointment of a 'responsible person' to take responsibility for fire safety. It is the duty of the responsible person to prepare a fire risk assessment, and to keep it up to date. Consultants can be engaged to assist in carrying out this assessment, but responsibility rests with the Masonic Centre. A copy of '[Fire Safety Risk Assessment for Small and Medium Places of Assembly](#)' (ISBN 1851128204) will provide the responsible person with the necessary information to carry out the assessment.

Fire risk assessments for Masonic Centres should include the emergency evacuation of all areas of the premises, including Masonic meeting rooms. Lodge rooms are commonly on upper floors and a point to consider is that older members, or members with disabilities, may be unable to negotiate stairs without assistance. Masonic brethren need to know the procedure to be followed in case of fire, and Directors of Ceremonies may require training to direct an emergency evacuation.

1.8. Electrical Safety

[The Electricity at Work Regulations 1989](#) will apply to the installation and use of fixed and portable electrical installations and appliances in Masonic Centres. All electrical installation and maintenance work must be carried out by a qualified electrician.

Electrical equipment must be suitable for where and how it is to be used, and be adequately protected.

The law requires all electrical installations and appliances to be maintained to prevent danger. For fixed installations, [the Institute of Electrical Engineers Wiring Regulations](#), which have been adopted as a British Standard, require testing for safety at least once every 5 years. A certificate should be obtained and kept for insurance purposes.

Fire alarms should be tested each month, and emergency lighting every 3 months, and a record of tests kept.

Portable electrical appliances should also be periodically inspected. Recommended inspection periods vary according to the likelihood of damage, from 6-12 months for kettles, floor cleaners etc. to 2-4 years for rarely moved items e.g. computers and photocopiers. A record of inspections should be kept. A free booklet: '[Maintaining portable electrical equipment in offices and other low risk environments](#)' (INDG236) is available on the [Health and Safety Executive's web site \(http://www.hse.gov.uk/\)](http://www.hse.gov.uk/). It is also advisable to consult the centre's insurers about their requirements for inspections.

Employees should be reminded to make a visual check when using portable electrical appliances. Any damaged or suspected faulty equipment should be immediately reported and taken out of service until it has been suitably repaired or replaced.

1.9. Gas Safety

Gas installations and appliances must comply with safety standards designed to prevent danger from gas leaks, fire and explosion risks and the toxic products of combustion.

The practical effect of gas safety legislation is that all work on the installation and maintenance of gas appliances must be carried out by an installer registered with the [Gas Safe Register](#).

Gas appliances should be tested every year, including kitchen equipment, and gas pipe work installations tested every 3 years.

As with electrical appliances, employees should immediately report any damaged or suspected faulty gas appliances, which should be taken out of service until it has been suitably repaired or replaced.

1.10. Food Safety

Legislation on food safety has expanded considerably with the establishment of the [Food Standards Agency](#). Today it has a high public profile with controls covering all aspects of food safety from production to point of sale.

Food safety covers food storage, preparation and handling, including the cleanliness of premises and equipment, temperature control and segregation of food storage, personal hygiene and food hygiene practices. As with other legislation, emphasis is placed on managerial responsibility, training, supervision and record keeping. A comprehensive information and record keeping pack "[Safer food, better business](#)" is available free of charge from the Food Standards Agency <http://www.food.gov.uk/foodindustry/regulation/hygleg/hyglegresources/sfbb/>

In Masonic Centres responsibility for food safety may rest primarily with a contract caterer or franchise holder. This does not mean that those running Masonic Centres can safely disregard compliance in this area, as the business and reputation of a Centre will be severely harmed in the event of food hygiene problems.

It is important to be aware that official local authority food hygiene ratings for food businesses, including Masonic Centres, are now publicly available through the Internet based '[Scores on the Doors](#)' public information service. Food hygiene is rated on a scale from zero to five stars, with an accompanying assessment of confidence in management.

No punches are pulled in these reports. A poor rating will reflect badly on the Centre and the Craft and is likely to have a very adverse effect on business.

It is advisable to make explicit in the contract or franchise agreement that the caterer must comply with all relevant food safety standards and that managers and all food handlers must possess or acquire an appropriate qualification in food safety. The caterer should inform the Masonic Centre management whenever an inspection has been made by the local authority, and provide a copy of the report.

As with health and safety requirements, certain responsibilities may remain with the Masonic Centre Company e.g. structural matters, painting and decoration, ventilation, maintenance of machinery and equipment. The catering contract or franchise agreement should make clear the respective responsibilities of the caterer or franchise holder and the Masonic Centre Company.

It is worth considering engaging the services of a consultant to make a periodic independent inspection of food hygiene standards, and report on issues requiring action.

1.11. Alcohol and Entertainment Licensing

Masonic Centres in which alcohol or entertainment is provided will need the relevant authorisation under [the Licensing Act 2003](#). This replaced the previous separate licensing regimes and a single licence can now authorise premises to be used to supply alcohol, to provide regulated entertainment and to provide refreshment late at night. Licensing may overlap with other legislation e.g. in requiring risk assessments and food hygiene qualifications for all food handlers. Since this legislation came into force in 2005 a number of changes have been made. Some are deregulations such as [the Live Music Act of 2012](#) which enables live music between 8am and 11pm at premises licensed to sell alcohol without restriction if amplified for up to 200 persons; there is no limit for acoustic music. However, additional conditions are now in place, which include; an age verification policy, no irresponsible drinks promotions, free “potable” tap water, customers to be offered smaller measures i.e. ½ pint, 25ml spirits, and 125ml wine. It is permissible for customers to request larger measures. (Those in authority should ensure they are familiar with; [Weights and Measures legislation](#) and [the Consumer Protection from unfair trading regulations](#)). Failure to comply with mandatory conditions is an offence the, [Designated Premises Supervisor \(DPS\)](#) or Officer of the club may face unlimited fines and or 6 months’ imprisonment.

The 2003 Act created separate Licences for premises and individuals. Personal Licences are granted for the life of the applicant unless forfeited or suspended by a court or surrendered. All sales of alcohol must be made by or authorised by a Personal Licence holder. Authorisation can only be given by a Personal Licence Holder following training and should be recorded.

Premises Licences remain in force indefinitely (unless revoked) on payment of the annual Licence fee.

The first step in obtaining the necessary authority is to consult the local licensing authority (usually the local authority).

Masonic Centres will generally require one of two types of Licence:

- **Premises Licence.** This may or may not have conditions as to membership, and usage. There must be a [Designated Premises Supervisor \(DPS\)](#), who must hold a Personal Licence and is the contact point for the Licensing Authority. The DPSs must have their Personal Licence and Licence with them whilst supervising the sale of alcohol. When not on the premises, the DPS may issue another person with written authority to serve alcohol. It is important that the DPSs should be replaced immediately if they leave; it is recommended that at least one member of the Centre management committee obtain a Personal Licence, for emergencies.
- **Qualifying Club Certificate.** This will have restrictions as to members and the keeping of records of members (membership book), records of visiting guests (visitors’ book), accounts, brewery contract etc. There is no requirement for a DPS. It is recommended that Centres holding Qualifying Club Certificates consider whether it may be advantageous to convert to a Premises Licence. Local Authority Licensing Officers are able to give advice and guidance to assist premises in ensuring they have the type of licence.

- **Temporary Event Notices.** Should the premises be required to undertake activities for which they are not licensed or at times when they are not licensed then a Temporary Event Notice (TEN) can be given to the Local Authority copy to the Police. This should normally be done at least 10 working days in advance. Forms are available with guidance from the Licensing Office at the Local Authority.

Licences will be held by whoever administers the Masonic Centre, normally the Masonic Centre Company or in some cases possibly a franchise holder. It is advisable to review licences periodically to ensure that they continue to meet the requirements of the Centre. In all cases the Licence or Club Certificate must be kept available for inspection by Licensing or Police Officers, and the Licence or Certificate Summary must be displayed in the premises.

1.12. Disability Discrimination

The Disability Discrimination Acts give disabled people a right to goods, facilities and services. The legislation applies to services provided to the public e.g. to areas of Masonic Centres not restricted to Masonic members only. It may not apply to parts of Masonic Centres used only for private Masonic activities but it is clearly desirable to do all that is reasonable to ensure that our own members with disabilities have access to the facilities.

A first step is to carry out a survey to ensure that the Centre is accessible to disabled people, that corridors, bars, dining rooms and toilet facilities are negotiable in a wheelchair and that disabled access is possible to upper floors, if applicable. The Acts do not specify what is 'reasonable' but practical measures can include the provision of wheelchair ramps (fixed or portable), lifts or stair lifts and the widening of doorways. At least one WC cubicle should be wide enough to accommodate wheelchair access, and be fitted with handrails. The provision of loop audio systems may be reasonable to help those with hearing difficulties to participate in what is going on.

1.13. Smoke-free Legislation

Since July 2007 smoke-free legislation has banned smoking in virtually all enclosed public places and workplaces, including Masonic Centres. Statutory no-smoking signs must be displayed and managements have a legal responsibility to prevent people from smoking. Smoking rooms and indoor smoking areas are no longer allowed. An outdoor smoking shelter may be provided, but must not be enclosed.

The preparation of a smoke-free policy is required, which should identify the person responsible for implementing the policy and state how cases of noncompliance will be dealt with.

1.14. Listed Building

Some Masonic Centres are listed under legislation designed to protect historic buildings. The cachet of listed building status comes at a price: it becomes an offence to carry out any works of alteration or extension to a listed building in any manner which would affect its special interest, internally or externally.

In practice this means that external maintenance or restoration work (and sometimes internal work, according to the character of the building) must be carried out in consultation with the local authority Conservation Officer. Where windows and

guttering etc. are replaced this must usually be done to the same appearance and using the same materials as the original, which can considerably increase costs.

1.15. Further Advice

Members' Experience

The Masonic community is rich in the range of skills and experience possessed by our brethren and it will often be found that a member has a background in a particular area, and is willing to assist.

The Enforcing Authority

There is an understandable reluctance to approach local authority inspectors but in fact most will be very helpful if asked for advice or interpretation. (However inspectors are not 'free consultants' and will expect duty holders to have made reasonable efforts to acquaint themselves with the relevant requirements.)

Consultants

Where there is insufficient in-house experience and the requirements of the legislation are complex, consideration should be given to engaging the services of a consultant e.g. on employment, food hygiene or fire safety issues. This can be a sound investment when weighed against the possible consequences of failing to comply with these requirements.

Government Departments and Agencies

Government Departments and Agencies such as Food Standards Agency and the Health and Safety Executive have web sites which provide a wide range of information, with copies of the legislation and guidance material being available to order or download, often freely.

A good starting point is the Direct Government web site:

<http://www.direct.gov.uk/en/index.htm>

Some useful public sector web sites are listed below. Many other sites are to be found by entering a few key words into a search engine such as Google e.g. entering the words 'alcohol' and 'licensing' quickly finds a wealth of information on the Licensing Act.

As well as information from the public sector there are numerous private Agencies offering commercial services:

Employment Legislation <http://www.berr.gov.uk/> (Click on 'employment matters') also www.acas.org.uk

Health and Safety Executive <http://www.hse.gov.uk/>

Health and Safety Policies <http://www.hse.gov.uk/simple-health-safety/write.htm>

Risk Assessments <http://www.hse.gov.uk/pubns/indg163.pdf>

Fire Safety <http://www.communities.gov.uk/fire/firesafety/firesafetylaw/>

Electrical safety at work <http://www.hse.gov.uk/electricity/>

Gas Safety <http://www.hse.gov.uk/pubns/cais23.pdf>

Gas Safe Register <https://www.gassaferegister.co.uk/>

Health and Safety in Catering <http://www.hse.gov.uk/catering/index.htm>

Food Standards Agency <http://www.food.gov.uk/>

Licensing http://www.opsi.gov.uk/acts/acts2003/en/ukpgaen_20030017_en_1

Disability Discrimination <http://www.dwp.gov.uk/employers/dda/>

Listed Buildings <https://historicengland.org.uk/advice/hpg/>

Smoke-free Legislation <http://www.smokefreeengland.co.uk/>

2. SWOT Analysis (for Group Chairmen and Centre Chairmen)



A SWOT (Strengths, Weaknesses, Opportunities, Threats) exercise is a useful starting point for developing a forward plan. It is obvious that the current and future health of a Group will directly impact on the ability of a Masonic Centres to survive and flourish.

In the SWOT exercise, participants record under each heading how they currently see their Group or Centre (its strength and its weaknesses) and how they see its future (opportunities and threats that may need to be faced). In using a SWOT exercise the following may result:

- People sometimes find it easier to list weaknesses and threats than strengths and opportunities. It is important that each participant identifies a minimum number of strengths.
- What some see as a weakness others might see as being a strength.
- Sometimes things move around in the middle and they are seen as neither an opportunity nor a threat. The question necessary for strategic planning is "what do we need to do to ensure that an initiative is a positive opportunity."
- People often spend most of their time focusing on what they can do to overcome any current or potential future weaknesses. However, it is recommended to spend time on the strengths list and to identify the critical factors that give strength to the Group or Centre. Importantly, they should ask what needs to be done to maintain a strength and to build upon it.

A SWOT exercise is a very useful planning tool and careful consideration should be given prior to completing the matrix.

Strengths	Weaknesses
1	1
2.....	2.....
3.....	3.....
4.....	4.....
5.....	5.....
Opportunities	Threats
1	1
2.....	2.....
3.....	3.....
4.....	4.....
5.....	5.....

3. Construction and Building Procurement



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Section A

1. Maintenance (planned, preventative, annual and emergency) overall plan.

Maintenance of buildings falls into four main categories, 'Planned', 'Preventative', 'Annual' and 'Emergency' and an overall plan of requirements should be prepared with a one to five-year time scale. Approximate predicted costs can be applied to each category to give an indication of how much expenditure will be needed overall to meet the demand.

Planned maintenance should cover the five-year period with provision for annual revision to take account of works executed in other categories which may affect the plan e.g. emergency works.

Preventative maintenance will overlap with the planned element but should include major elements such as roof works, external and internal decorations, rainwater disposal and drainage systems.

Annual maintenance will include items such as overhauling heating systems, air conditioning, electrical testing, sanitary fittings, alarm systems, kitchen fittings and any mechanical systems.

Emergency Maintenance such as leaks on roofs, plumbing system, failure of heating systems, broken windows, breakdown of air conditioning and accidental damage.

2. Planned development of buildings.

If development of a building is planned then this should be properly planned in terms of feasibility, size, time scale, extent and cost. Above all one must ask the question "is this achievable within our resources?"

3. Budgets (formulation, realistic, achievable).

It is important that budgets are prepared realistically and are prepared by someone with the appropriate knowledge in the mechanics of budgeting. The budget should be realistic and relate to what is proposed - guesswork should be avoided. It is vitally important to make the budget a realistically achievable proposition within existing and proposed resources.

4. Supervision of work (competent persons).

Any work undertaken will probably have to be done in accordance with some regulation or other, gas work to [Gas Safe standards](#), electrical work to [IET regulations](#), building work may require [Building Regulation Approval](#) or [Planning Consent](#) or both. There are also safety issues which must be complied with on certain works, HSE notification and approval, risk assessment plans, [Construction Design and Management Regulations](#). It is therefore essential that qualified competent persons are given the responsibility of supervision.

5. Consultants (engage independent professionals).

If the planned scheme is of a significant size the services of industry professionals should be used, they have proper indemnity insurance, membership of an institutional body, knowledge and experience of the requirements of compliance and an interlinking relationship with professionals in other disciplines.

Although fees will be attracted by their services it is a good investment to ensure that the right product will be the result.

Section B

1. Selling premises (VAT, Capital Gains, and professional fees).

If the sale of premises is contemplated provision should be made in any calculations for cost such as VAT, Capital Gains Tax, ground rent agreements and professional fees for legal and estate agents services, outstanding loans/mortgages, all of which will affect the net gain of the sale. Again professional advice should be sought.

2. Buying premises (VAT, Capital Gains, and professional fees).

In buying premises similar considerations, as listed in item 1, must be made with the possible additions for consideration of rights of way, restrictive covenants and the planning category of the building, your professional advisors should pick up all these items but it is always worth asking the question "have you considered"?"

3. Property consultants (sellers, finders).

Where the time element can be a major consideration it is wise to consider engaging the services of a "Property Finder" and or a "Selling Agent" who are familiar with the market and have "contacts" in their particular field. The important issues like completion date, date for possession, date for vacation and date of occupation can be built into the brief of these professionals.

4. Management of change (steering committee).

It is important to have a positive approach to the "Management of Change". It is a great advantage to form a "Steering Group" to manage the process of change, the group should ideally comprise of four or five people from differing professions/ disciplines who will contribute differing skills i.e. solicitor, surveyor, chartered architect, chartered builder, businessman/manager. This group should then meet at regular intervals and deal with the issues and the paid professional advisors.

5. Sharing/Leasing/Renting premises.

If a Masonic Centre is faced with the prospect of selling its building and will not be in a position to buy or build new premises consideration should be given to the options of sharing premises, leasing premises or renting accommodation in other function buildings e.g. golf club, rugby club and the like.

These arrangements have proved satisfactory in certain instances but not without certain drawbacks, very careful consideration should be given to leasing arrangements, usage restrictions, car parking, period of notice and security of tenure in such a move. It is important that constant communication is maintained with the members throughout.

Section C

1. **Income generation (centre foundation, FROTH, donations, bequests).**

Every Masonic Centre has to be financially viable and have a regular source of income together with a supplementary income to cover running costs. Most Centres will have an organisation in place to raise funds in addition to the income from the rental charges or per capita fee paid by the Lodges, Chapters and units which meet regularly at the Centre. These supplementary fund raisers will take various forms such as a "centre foundation", a "Friends of the Hall" organisation, regular and occasional donations and bequests.

However, income is raised regular reviews must be conducted to ensure income is greater than expenditure.

2. **Insurance of buildings.**

[Insurance of buildings and their contents](#) are an important aspect of any Centre and there are many competitive packages available and alternative competitive quotations should be obtained. Regular reviews should be made on contents and any alterations notified to the insurance company together with any re- valuations of building value by virtue of extensions and or inflation to ensure adequate cover is maintained.

3. **Protection of buildings and property (alarm systems - maintenance costs)**

Protection of buildings and property is an essential measure for any Centre and can take the form of perimeter fencing, external security lighting, fire and intruder alarm systems, CCTV systems internally and externally, security locks, car park security and admission devices. All of this should be regularly serviced and maintained in accordance with the planned maintenance schedule.

4. **Cost control/monitoring systems.**

The "Centre Management Committee" or equivalent should ensure that there is in place an efficient and regularly maintained cost control, authorisation and monitoring systems which properly record the income and expenditure associated with the management and maintenance of the Centre. These systems must provide a full audit trail for the verification of the balance sheet for presentation to the members at regular intervals with a full audited account presented to the AGM of the Centre.

Section D

1. **Tender processes (larger schemes, proper documentation).**

Where larger schemes are proposed it is essential that the services of a Chartered Architect are secured. He will prepare plans, produce specifications, manage the tendering process, recommend the appointment other consultants, appoint the contractor and supervise the works to ensure that all the statutory and other requirements are met.

[The RIBA have a set scale of charges](#) depending on the size of your "brief" to the Architect, who will be able to quote his charges to you with a degree of accuracy.

2. **Supervision of work (competent persons).**

The responsibility of supervision of building projects lies with the Client, the Architect and the Contractor and is largely defined in the [Construction \(Design and Management\) Regulations 1994](#), compliance with which is a statutory requirement. The appointed Architect will guide the Client in the discharge of their responsibilities in this respect.

3. **Accountability.**

On major schemes the responsibility for the financial management of the contract on behalf of the Client will rest with the Architect and/or Surveyor in accordance with the type of contract entered into with the Contractor. Most major building contracts allow for a monthly valuation of work completed and value of materials on site which is certified by the Architect for payment by the Client to the Contractor, usually within fourteen days of certification. Upon completion the Architect/Surveyor will produce a "final account" which will show the final cost of construction together with the amount of retention held against latent defects.

4. **Compliance with statutory requirements (planning, building regs., COM regs.)**

Compliance with statutory requirements has been mentioned in previous paragraphs and awareness of the need for compliance cannot be over emphasised in every aspect of repair and maintenance or new build. There is a requirement to comply with [health and safety regulation](#), [Gas safe testing and approval](#), electrical work to be compliant with [the IET regulations](#), compliance with building regulations, planning laws, the [Disability Discrimination Act](#) and civil responsibilities for example duty of care.

The maze of compliance is best addressed by the use of competent professional advice and although this has a cost what price safety?

Acknowledgements



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UNITED GRAND LODGE
OF ENGLAND

**Building & Maintenance
of
Masonic Centres**

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Executive Summary



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2. Traditional Construction



3. Modern Buildings



4. Historic Structures



5. Regulations for Public Buildings



6. General



Appendix – Statutory Obligations





1. Buildings are designated as places for public/private assembly or meetings that are occupied or visited by members of the public (or other masons) need to comply with all of the statutory regulations for public meeting places.
2. A record should be maintained of all tests on the fabric, plant and services as well as an annual maintenance, access and emergency evacuation audit implemented.
3. If the building is listed or in a conservation area then particular attention should be paid to the additional planning requirements. A conservation registered Architect, Surveyor or Structural engineer should be consulted before undertaking any works such buildings.
4. Ensure that the Centre's business plan includes enough money for programmed maintenance and statutory regulatory improvements.
5. Suitability of both the fabric and the environment should be considered, for example it is recommended that the colour of the lighting suits the fabric to be lit as well as in the dining room, a warm white (3000°K) should be used to enhance the appearance of the food.

1. INTRODUCTION



- 1.1 This paper is not intended to be a specification for the maintenance of Masonic buildings. It is intended that this document sets out the general principles that need to be considered by the management team and touches on the statutory regulations that may apply to such buildings (but do not apply to domestic dwellings.)
- 1.2 Buildings have been in existence since man moved out of caves. The rate of development of these buildings was very slow and based on a “try it and see” basis. If it fell down or did not keep the rain out then the design was adjusted.
- 1.3 Historically the materials used were generally local and those local materials influence the styles and details. For example, limestones were used in the South of England and sandstones/grit stones in the North. Where there were no hard stones were available, timber frames, bricks or other materials were used.
- 1.4 This generalisation of historic construction is an over simplification as any developer who wanted to create a statement with the construction of the building would use materials from outside their region to make that impact.
- 1.5 The initial reason for buildings was to provide a warm and watertight envelope to live in. The effective collecting and shedding the rainwater was also the reason for the development of particular architectural styles. The shedding of rain water is still a primary consideration in designing buildings and is one of the first considerations when maintaining buildings.
- 1.6 In the last 150 years the introduction of modern, manufactured materials such as cements, steels and large panes of glass has changed construction dramatically and the mixing of new and old construction can lead to serious problems with the deterioration of the fabric and the creation of an unhealthy environment.

2. TRADITIONAL CONSTRUCTION



- 2.1 These buildings use low stress materials where the walls are vapour permeable and can accommodate thermal and moisture movements without distress. In such instances they are based on lime as a binder for both the mortar and renders with hair to control the micro cracking of the render.
- 2.2 Moisture from either the ground or rain is absorbed into the walls which then dry by natural evaporation. In such buildings cement, modern non-breathable paints or gypsum plasters should never be used as they reduce the evaporation of moisture and can result in a build-up of salts in the fabric.
- 2.3 If the bases of walls or columns are damp surveyors often a recommend insertion of a damp proof course. This needs to be done with extreme care as it can often focus the moisture to an adjacent location and in such volumes that the building fabric cannot deal with it.
- 2.4 In most instances it is preferable to create a vapour permeable area around the building (for example a French drain) to allow the moisture to evaporate rather than to insert a damp proof course.

- 2.5 There are a number of basic principles which should be considered when maintaining/altering buildings these include :
- i. Overhanging copings with drips
 - ii. Copings that discharge water onto the roof rather than let it run down the cornice and discharge at the bottom.
 - iii. Avoid rapid changes in stress (including heavy loads imparted by beams)
 - iv. Allow the fabric to breathe adding forced ventilation if necessary.
 - v. Avoid hard points in the foundation.
 - vi. Avoid cement, non-breathable paints and large tiled areas.
 - vii. Always put more ventilation in toilets, kitchens etc. than you think is necessary.
- 2.6 Seek advice from a Conservation Registered Architect, Surveyor or Engineer.

3. MODERN BUILDINGS



- 3.1 This section is for buildings that do not use the fabric to provide the ventilation of the building. A simple analogy would be a cube made of glass where the space is air conditioned and the climate is controlled by mechanical means.
- 3.2 Although 3.1 is an extreme case, the 20th Century has moved towards the approach where the fabric is airtight and the thermal insulation has been increased to make the buildings less expensive to heat and superficially for them to have a smaller carbon footprint. This has been exacerbated by the changes in the Building Regulations relating to thermal conductivity and air tightness.
- 3.3 This has resulted in the fabric having a low thermal mass which will heat up and cool down very quickly. If the number of people in a room increases, then the amount of cooling required to maintain an even temperature will also increase. In the traditional building the thermal mass of the building would regulate the temperature (like a storage radiator); this regulating of the temperature will need to be achieved using mechanical means.
- 3.4 Creating a comfortable environment will then need to be achieved using mechanical heating and ventilation.
- 3.5 A building constructed to the modern statutory Building Regulations will be thermally far more effective than a traditional building. Consequentially there is a tendency to insert modern double glazed windows (for example) into a traditional building. This will reduce drafts and the heating bill but will also reduce the ventilation that dries out the external walls.

4. HISTORIC STRUCTURES



- 4.1 [British Standard Code of Practice BS7913](#) states in its introduction:

“The immediate objective of building conservation is to secure the protection of built heritage, in the long-term interest of society. Issues relating to building conservation are often complex and interwoven. The conservation of historic buildings requires judgement based on an understanding of principles informed by experience and knowledge to be exercised when decisions are made. British standards that are applicable to newer buildings might be inappropriate. The decision to conserve historic buildings can be justified on social, cultural, economic and/or environmental grounds, and usually a combination of these. Conflicting pressures often need to be balanced to assist good

decision making. Good conservation depends on a sound research evidence base and the use of competent advisors and contractors.”

This is an important statement which focuses the mind, hopefully towards an approach that truly adopts the highest possible standards of conservation principles.

- 4.2 The planning legislation identifies certain buildings as being of historic importance and requires that permission is required to carry out works to these buildings. The buildings are graded and depending upon the grading will determine what you are allowed to do to that building. These grades are:
 - World Heritage Site
 - Ancient Monument
 - Grade 1 Listed Building
 - Grade 2* Listed Building
 - Grade 2 Listed Building
 - Conservation Area
- 4.3 Some building such as [the Tower of London](#) will be both a World Heritage Site and an Ancient Monument. This does not mean that you cannot refurbish the buildings but it does mean that the planning requirements will be much stricter and you will have to specifically apply for Listed Building Consent.
- 4.4 Applying for “[Listed Building](#)” consent does not attract a fee but applying for a pre-application advice will often attract a fee.
- 4.5 Individual Conservation Authorisation will take a different view on what you need permission for, but it is imperative that you enter into a discussion with them before you undertake work without permission. If you do undertake unapproved work then you may be subject to an enforcement order to restore the building or in some instances the contravention can result in a prison term.
- 4.6 Many “Listed Buildings” do not comply with current legislation for elements such as disabled access. It should be noted that an existing building only has to comply with the legislation current at the time of its construction. If, however the use of that building changes then it needs to meet the current legislation. Where this is not possible then there is a discussion about what amendments to the fabric are acceptable and what relaxations to the legislation are both possible and acceptable. In most instances a compromise can and should be reached between the two requirements.
- 4.7 As managers of an estate (or building) you need to ensure that the building is safe to occupy, particularly as it is likely to have visitors who are not familiar with the building. These people will need clear directions to alternative exits in case of a fire, emergency evacuation or power cuts.

5. REGULATIONS FOR PUBLIC BUILDINGS



- 5.1 Although buildings need only comply with the regulations in place when the building was constructed and when it was licenced for its use, there are some general rules that the managers should pay attention to. Morally if not legally there is a requirement to ensure that the building meets as many of the current safety standards as is practical.

- 5.2 The current regulations require a minimal level of illumination on all fire exit routes. If there is a power failure these illumination levels need to be maintained for a period to allow the safe exit of the building (including disabled people).
- 5.3 The batteries to run the emergency lights need to be powered by an uninterrupted power supply and if this power supply is charged from the mains then it must be from a supply that cannot be switched off.
- 5.4 Having installed the emergency lighting system, the system has to be checked regularly and a formal record kept of these checks.
- 5.5 The fire exit routes need to be well signed with directional signs that comply with the British Standards. A number of these signs will also require illumination which also complies with the British Standards.
- 5.6 Steps within the building need to have a contrasting colour so that people with visually impairment can tell that there is a step. Single steps should be avoided.
- 5.7 As part of the "Access Audit" there should be level access into the building and provision within the building to gain access to the public areas (preferably all areas).
- 5.8 Any lifts should either be designated as a fire lift (this involves a number of additional requirements including two separate power supplies) or should not be used in a fire. Lifts should also provide the facilities for people in a wheelchair, as set out in the DDA regulations.
- 5.9 The water supply should be regularly tested for Legionella or other bacteria.
- 5.10 Good management of the building requires that regular tests should be undertaken to ensure that the fire evacuation procedure are practical and that the staff in the building know what these procedures are. Any alarms should be tested regularly and the emergency lighting work.
- 5.11 A file should be kept of all the policies and all tests undertaken.
- 5.12 A manager or a company should be responsible for ensuring that any centre complies with the regulations such as the [Health & Safety at Work](#), [DDA Compliance](#) and all of the statutory requirements for public meeting places. This designated person should also be responsible for the recording of all tests that are carried out on the building.
- 5.13 The equipment in the building will also need to be maintained. The required maintenance and testing should also be recorded as should the results of these tests.

6. GENERAL



- 6.1 Modern buildings tend to need less maintenance than old buildings and are generally cheaper to heat/cool.
- 6.2 Modern buildings also tend to make better use of the space and their net to gross ratio is also better.
- 6.3 Listed Buildings require particular care and attention and need to be maintained using experienced and suitably qualified specifiers and contractors, all of whom have a particular skill with these type of buildings. This usually means that the cost of maintenance is more for Listed Buildings.

- 6.4 The use of inappropriate materials (including paints) can damage buildings which may in the future require expensive remedial work.
- 6.5 Particular attention should be paid to rainwater disposal off the building. In the autumn this could require the regular cleaning of gutters, down pipes and gullies.
- 6.6 Particular attention should be paid to the colour of lights used inside and outside buildings. As a general rule the colour of the light should be sympathetic to the colour of the area being lit. The use of 4500 9k (daylight white) light on timber or red masonry (and also red meat) will drain the warmth out of the material. A warm white with a colour of 3000⁰k would be more suitable for these buildings.
- 6.7 If maintenance is going to be undertaken by self-help groups then the specification of that maintenance should be by a person experienced with that type of building. In the case of a Listed Building this should be by a Conservation Registered Architect, Surveyor or Structural Engineer.
- 6.8 Particular attention should be, the vapour permeability of the fabric and removing water vapour from kitchens, toilets etc.

APPENDIX – Statutory Obligations



Statutory obligations that may affect your building generally do not arise out of the contract to build but are imposed by the Law of the Land. The Statutory obligations applicable to the design, construction and operation of buildings are complicated and they will depend upon the specific nature of the Works.

Although Statutory obligations are many and varied, a very broad summary of some of the Statutory obligations are presented below. This list is not comprehensive and advice should be taken in each circumstance.

Building

1. [The Building Regulations \(approved inspectors etc.\)](#)
2. [The defective premises act](#)
3. [The party wall act](#)

Planning

1. [The Ancient Monuments and Archaeological Areas Act](#)
2. [The Planning \(Listed Buildings and Conservation Area\) Act](#)
3. [The Planning Act](#)
4. [The Planning and Compulsory Purchase Act](#)
5. [The Town and Country Planning \(General Permitted Development\) Order](#)
6. [The Town and Country Planning \(Tree Preservation\) \(England\) Regulations.](#)

Health & Safety

1. [The Construction \(Design & Management\) Regulations](#)
2. [The Management of Health and Safety at Work Regulations](#)
3. [The Working at Height Regulations](#)
4. [The Lifting Operations and Lifting Equipment Regulations](#)
5. [The Construction \(Head Protection \) Regulations](#)
6. [The Gas Safety \(Installation and Use\) Regulations](#)

7. The Control of Substances Hazardous to Health Regulations (COSHH)
8. The Manual Handling Operations Regulations
9. The Control of Noise at Work Regulations
10. The Control of Vibration at Work Regulations
11. The Control of Asbestos Regulations
12. Health and Safety (Consultation with Employees) Regulations
13. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR)

Environment & Pollution

1. The Clean Air Act
2. The Climate Change Act
3. The Conservation of Habitats and Species Regulations
4. The Contaminated Land (England) Regulations
5. The Control of Pollution Act
6. The Control of Pollution (Oil Storage) (England and Wales)

The Energy Act

1. The Energy Performance of Buildings (England and Wales) Regulations
2. The Environment Act
3. The Environmental Protection Act
4. The Flood and Water Management Act
5. The Ground Water Regulations
6. The Hazardous Waste Regulations
7. The Land Drainage Act
8. The Pollution Prevention and Control Act
9. The Waste (England and Wales) Regulations
10. The Water Resources Act
11. The Wildlife and Countryside Act

Noise

1. The Control of Noise at Work Regulations
2. The Control of Noise (Code of Practice for Construction and Open Spaces)
3. The Noise and Statutory Nuisance Act
4. The Noise at Work Regulations

Traffic

1. The Highways Act
2. The Road Traffic Act
3. The Road Traffic Regulations
4. The Traffic Management Act
5. The Traffic Signs, Regulations and General Directions
6. The Transport Act

Products & Services

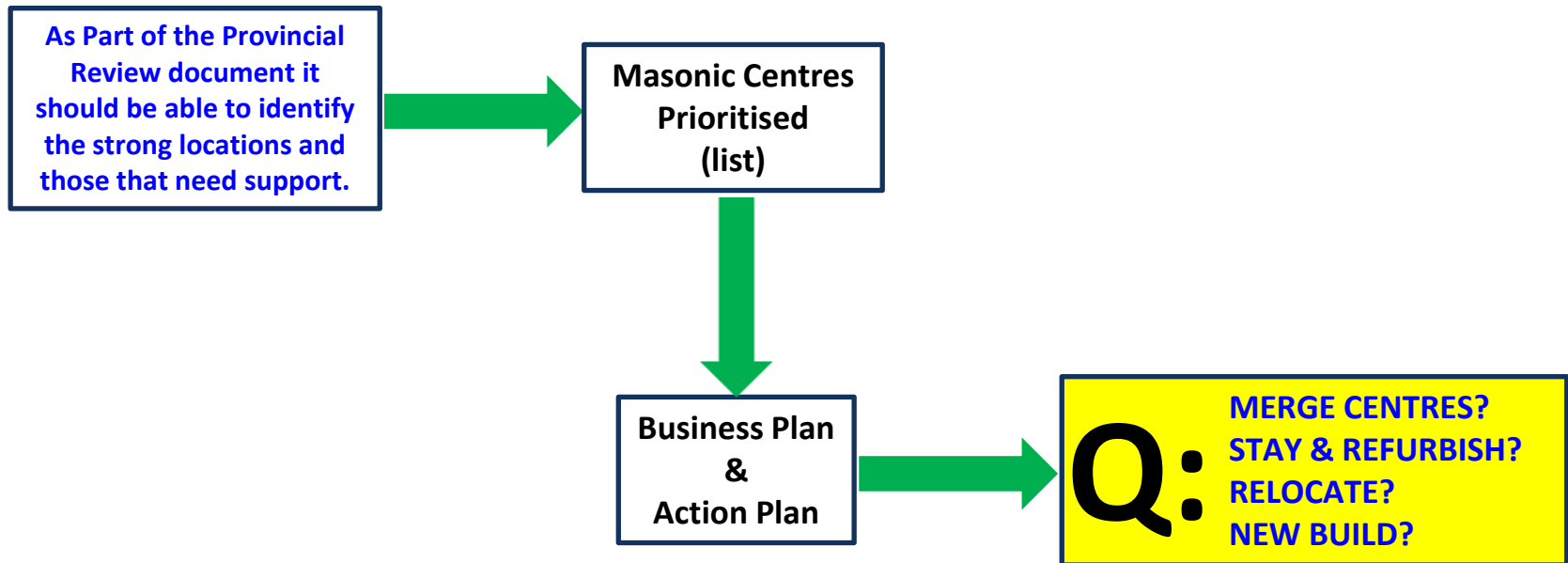
1. The Construction Products Regulations
2. The Defective Premises Act
3. The Energy Related Products Regulations
4. The Supply of Goods and Services Act

Miscellaneous

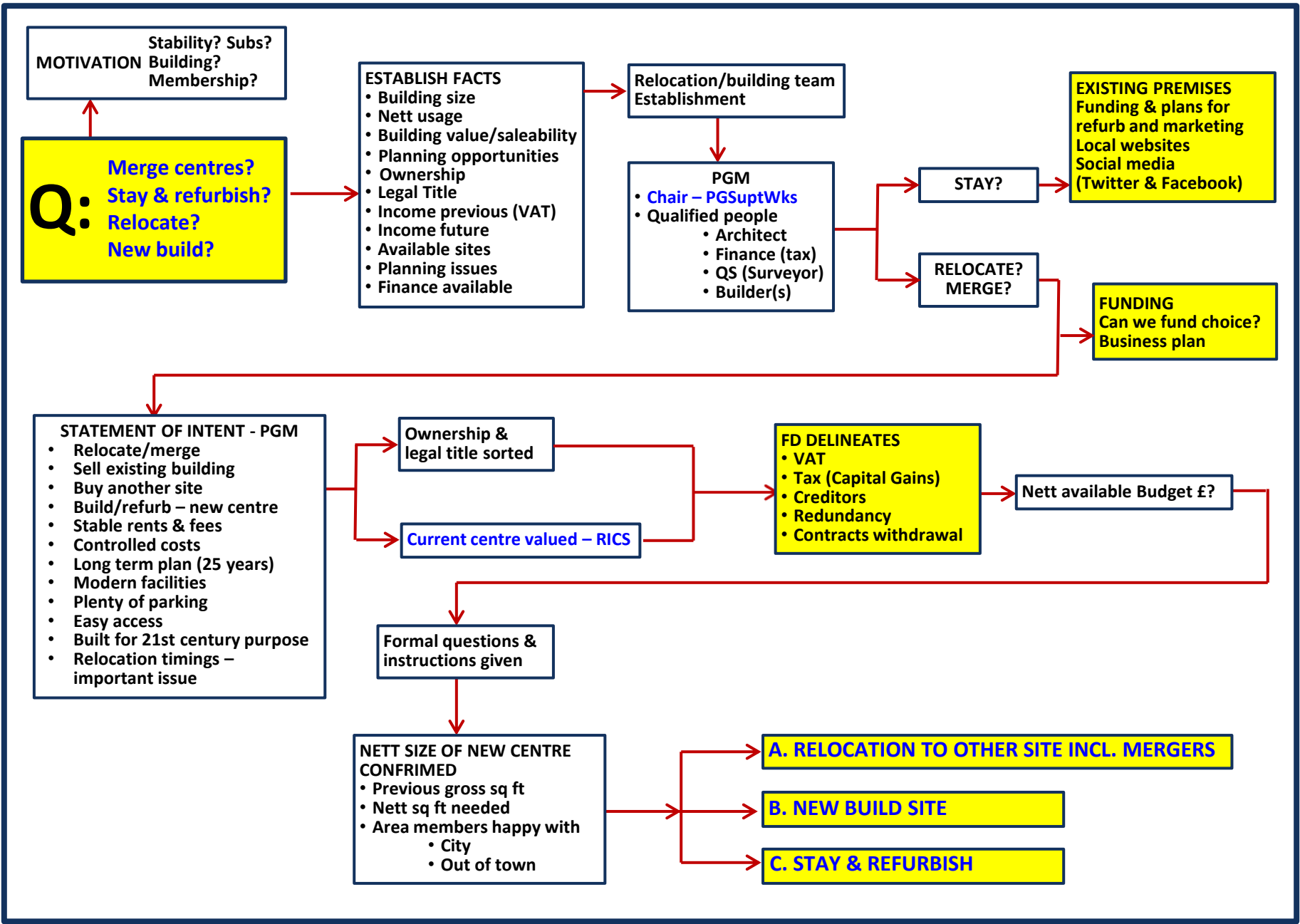
1. Insurance Regulations
2. The Ancient Monuments and Archaeological Areas Act
3. The Countryside and Rights of Way Act
4. The Disability and Discrimination Act (DDA)
5. The Equal Opportunities Act
6. The Freedom of Information Act
7. The Late Payment of Commercial Debt Regulations
8. The Law of Property Act
9. The Regulatory Reform (Fire Safety) Order

Professional Bodies

1. The Royal Institute of British Architects
2. The Royal Institution of Chartered Surveyors
3. The Institution of Structural Engineers
4. The Institution of Civil Engineers
5. AABC (Conservation Architects)
6. CARE (Conservation Accredited Structural Engineers)



PROVINCIAL PLAN



MOTIVATION
Stability? Subs?
Building?
Membership?

Q: Merge centres?
Stay & refurbish?
Relocate?
New build?

ESTABLISH FACTS
• Building size
• Nett usage
• Building value/saleability
• Planning opportunities
• Ownership
• Legal Title
• Income previous (VAT)
• Income future
• Available sites
• Planning issues
• Finance available

Relocation/building team
Establishment

PGM
• Chair – PGSuptWks
• Qualified people
• Architect
• Finance (tax)
• QS (Surveyor)
• Builder(s)

STAY?

EXISTING PREMISES
Funding & plans for
refurb and marketing
Local websites
Social media
(Twitter & Facebook)

RELOCATE?
MERGE?

FUNDING
Can we fund choice?
Business plan

STATEMENT OF INTENT - PGM
• Relocate/merge
• Sell existing building
• Buy another site
• Build/refurb – new centre
• Stable rents & fees
• Controlled costs
• Long term plan (25 years)
• Modern facilities
• Plenty of parking
• Easy access
• Built for 21st century purpose
• Relocation timings –
important issue

Ownership &
legal title sorted

Current centre valued – RICS

FD DELINEATES
• VAT
• Tax (Capital Gains)
• Creditors
• Redundancy
• Contracts withdrawal

Nett available Budget £?

Formal questions &
instructions given

NETT SIZE OF NEW CENTRE
CONFIRMED
• Previous gross sq ft
• Nett sq ft needed
• Area members happy with
• City
• Out of town

A. RELOCATION TO OTHER SITE INCL. MERGERS

B. NEW BUILD SITE

C. STAY & REFURBISH

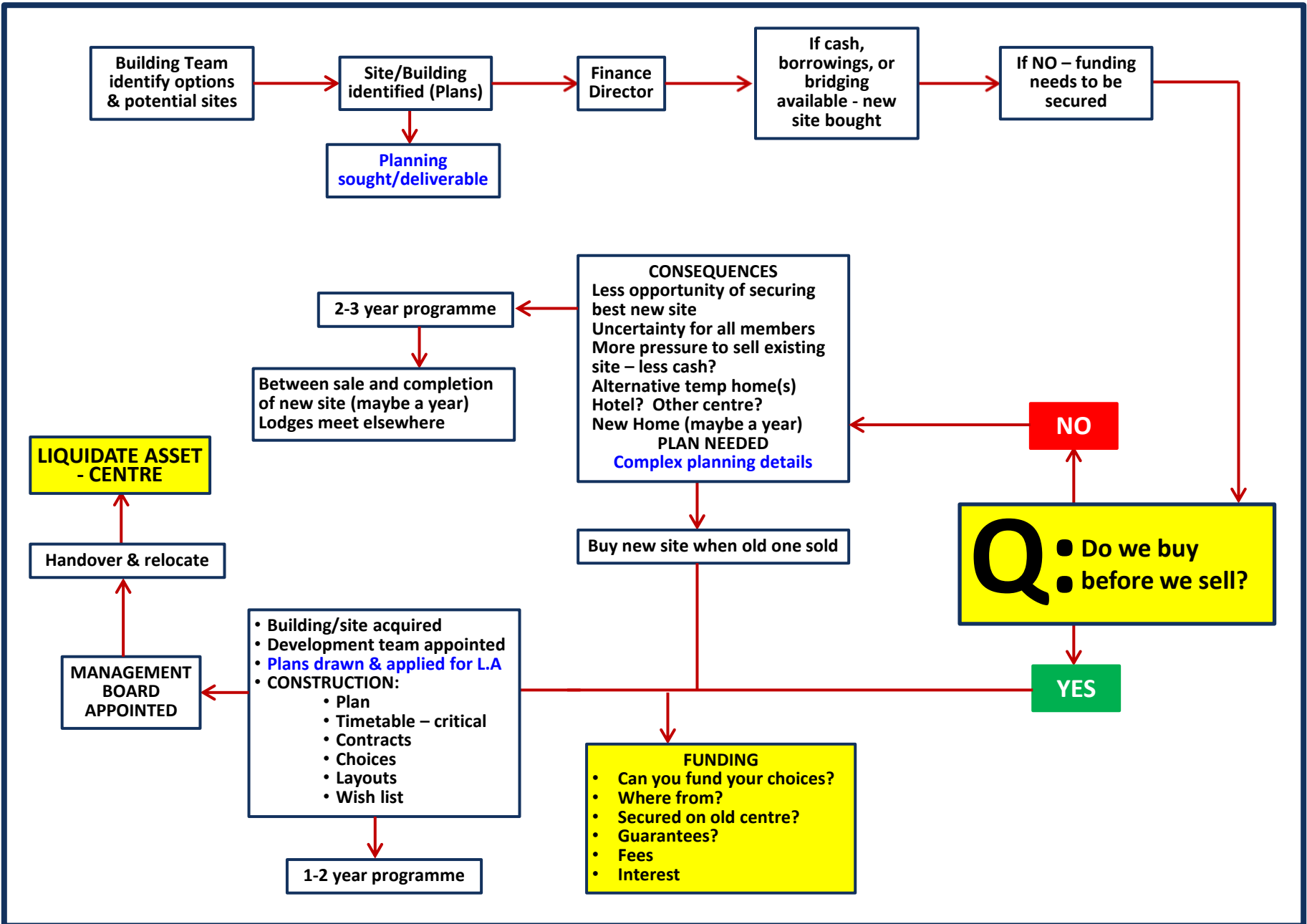


OPTION A – RELOCATION & MERGERS





OPTION B - RELOCATION - NEW BUILD





UNITED GRAND LODGE
OF ENGLAND

Guidance Notes for Refurbishment

CONTENTS



1. Introduction – Purpose



2. Current Status – Understanding the Challenge



3. The Challenge



4. Grants



5. Cost Saving Opportunities



6. Marketing & Promotion



7. Expenditure – Refurbishment



8. Collaboration



9. Support



Success Stories



Harrogate Masonic Centre

Pelham Suite, Grimsby

1. INTRODUCTION - Purpose



- A Masonic Centre which is the envy of the community and which provides a quality home to Freemasonry and its members.
- A building to be proud of and somewhere that can confidently be shared with families and in turn encourage friends and associates to join the organisation.
- A facility that is operating on a firm financial basis.
- A facility that may also be used, where appropriate, for non-Masonic functions and activities, as well as by other Masonic orders.

NB Freemasons meet “as a Lodge” and not “in a Lodge” although many Masonic Centres are known as “Masonic Lodges”. This is important in understanding how the non-Masonic world views our meeting places and can contribute to income streams and usage, especially if it is intended to be of use for non-Masonic events.

2. CURRENT STATUS – Understanding the challenge



An [analysis and review process](#) needs to be undertaken of each Masonic Centre to evaluate the current state of ‘health’ – this may ultimately involve part of the decision making process for [potential new builds and relocations](#). This must include the following elements:

- The building should be sound safe and clean. [Facilities for the disabled](#) are a legal requirement not a luxury.
- High standards of cleanliness and presentation. This is especially important with regard to toilets and kitchens and even more critical if we expect ladies to attend.
- Many centres are cleaned and maintained by enthusiastic members whilst others outsource these essential requirements.
- Correct certification for [Electric](#) and [Gas Safety](#), Fire Escape signage and working alarms.
- Kitchens MUST display [Health and Hygiene certification](#) and it is a legal requirement to display a current Insurance Certificate and a Health & Safety at Work poster.
- Security particularly with respect to Masonic equipment, banners, paintings memorabilia etc. [Buildings Insurance](#) covering all these areas is relatively inexpensive and there are specialist [Masonic insurance companies](#) available.
- Staff welfare and care. They will set the tone of the ‘customer experience’, and the staff must be there to provide a high standard of service.
- Review current contracts, such as [energy providers](#), where cost savings need to be constantly under review.
- Good quality, reasonably priced food offering, served in an appealing environment.
- Family friendly facilities.
- Comfortable and welcoming bar facilities with a good product range (including soft drinks and quality tea/coffee range) and excellent customer service.
- Some are licensed and have a full bar with staff whilst others just allow brethren to serve drinks that are purchased solely for the meetings – it is imperative that we comply with licensing laws.
- Décor that is welcoming and compatible with non-Masonic events.
- Local competition – how does the centre compare?
- Availability of on-site parking.
- Deploy best practice and other initiatives and successful arrangements from other local centres.

- Administration - managed by a single lodge, a committee formed from several lodges or a board of directors of a limited company or a company limited by guarantee? Legislation also varies in each of these models including financial / fiscal matters and reporting. Refer to the [‘Ownership & Financial Governance’](#) guidance.
- Where appropriate, is the Board of Directors made up of ‘functional’ members – passengers cannot be carried.
- Proper [governance](#).
- A sustainable business plan.
- Marketing plan.

Any review and status update of Masonic Centres will benefit from the following analysis tools:

- [SWOT analysis](#)
- [Centre Overview](#)
- [Masonic Centre Review & Information Register](#)

3. THE CHALLENGE



Does refurbishment need to be undertaken to fulfil the requirements of a sustainable Masonic Centre, and how might this be funded? Additional [income streams](#) are a clear area of opportunity, but may well rely on refurbishment to enable them to be achieved.

4. GRANTS



- Many Masonic buildings are located in town centres and may be of significant architectural value to the community. In such cases applications could be made for financial assistance to protect the fabric of the building, either from the local authority themselves or indeed the Lottery heritage funds that are allocated for such projects <https://www.hlf.org.uk/looking-funding>
- Grants and/or loans in liaison with United Grand Lodge of England is an area that is currently being considered.
- Some Provinces have [buildings funds](#) which may also offer grants and/or loans.

5. COST SAVING OPPORTUNITIES



- Look at an amalgamation meeting model, where large and small Lodges meet on the same dates to ensure that the capacity of the centre is fully utilised.
- Opportunity to develop more ‘daylight’ Lodges.
- Identify days and day parts that are under-utilised and look to offer these appropriately.
- Approach breweries for funding and support.
- Review current [insurance costs](#) – there are very competitive providers available.
- Review [procurement practices for goods and services](#), including [energy](#). There may be group discounts available if working with other centres.

6. MARKETING & PROMOTION



- Set up a centre website and social media offering e.g. Facebook, Twitter, Linked In.
- Ensure that the centre is promoted on individual Lodge and Province websites (including other orders).
- At shows and events.

7. EXPENDITURE – Refurbishment



Projects need to enhance the buildings and should prioritise:

- Identify volunteers (preferably include individuals who have expertise in the areas to be addressed.) Manage the expenditure on professional trades for the skilled jobs but also approach retired, or even active members who may complete the work at a more advantageous rate.
- Establish a specialist support group – skills register.
- Invite ideas from members and their partners and get them involved.
- Create “maintenance gangs” from younger members instead of paying out to professional organisations for unskilled services.
- Provide the tools for the job e.g. new combination ovens and kitchen equipment for improved dining etc. Crockery, cutlery, chairs that will enhance the whole dining experience.
- Conferencing: supply materials, overhead projectors and screens, flip charts. Include in a package price for refreshments and simple lunch menus.
- Toilets - would your wife or partner approve the centre’s facilities?
- Survey your members/users – what do they want from their centre?

8. COLLABORATION



Consider the possibility of a group of Masonic Centres retaining their own meeting facilities but centralise the resources into one principal location/centre. For example:

- Joint fund a state of the art kitchen at a chosen location which has all the modern catering facilities in one place.
- Franchise a contract for a company or individual chef to prepare and transport out festive boards to as many lodge rooms as feasible who become part of the franchise.
- Such arrangements have proved to work within a 50 mile radius.
- This eliminates all the licencing, storage and staffing costs. Only a facility for re-heating at the smaller centres.

9. SUPPORT



- Ultimately ‘overseen’ by a [Provincial Grand Superintendent of Works](#) who should have the appropriate ‘functional’ expertise and be in place for a minimum tenure of five years.
- Online access for Masonic Centres to reference information, help and support.

SUCCESS STORIES



- [Harrogate Masonic Centre, Pelham Suite Grimsby](#)



UNITED GRAND LODGE
OF ENGLAND

Ownership & Financial Governance of Masonic Centres

DISCLAIMER AND IMPORTANT NOTE

This paper is produced and made available on the strict understanding and basis that no liability is accepted for any errors contained in it, whether they are errors of fact or opinion or otherwise.

Appropriate advice should be obtained before applying the information to particular circumstances.



Part I - Ownership of Masonic Centres



1. [Alternative structures](#)
2. [Recommended structures](#)
3. [Articles of association](#)
4. [Members club S](#)
5. [Summary of part 1](#)

Part II - Financial Governance



1. [Overview](#)
2. [Suggested way forward](#)

Appendix 1 - Alternative Structures

Appendix 2 - Specimen Articles

Appendix 3 - Model Constitution

Appendix 4 - Case Study - Outsourcing Catering Services at a Masonic Centre

Appendix 5 - Financial Management

Appendix 6 - Case Study - Establishing a Provincial Building Fund



UNITED GRAND LODGE OF ENGLAND

Introduction



This paper is concerned with the questions of both an appropriate ownership structure and an appropriate financial governance regime for Masonic Centres, both such matters being considered essential to give Masonic Centres the best chance of success and longevity. This paper has been prepared to assist the Improvement Delivery Group established by United Grand Lodge of England to consider all aspects of Masonic Centres throughout England and Wales and it is hoped that it will be of some assistance to that Group in its deliberations. It should be understood that the suggestions set out in this paper on the appropriate ownership structure and financial governance regime are no more than suggestions designed to give a lead on what is considered best practice. The suggestions are not prescriptive (and this paper and appendices should not be read as such) as it is recognised that it is impossible to have a one size fits all solution and it is also recognised that notwithstanding the approach of best practice taken in this paper, the suggestion made may not suit every situation or find favour with everybody.

Part I

Ownership of Masonic Centres



1. Alternative Structures

- 1.1. It is accepted that there are a number of alternative ownership structures that could be used for the ownership of a Masonic Centre. The structure which this paper recommends is set out in paragraph 1.2. That being said there is listed in [Appendix 1](#) details of alternative structures together with the reason why it is considered that they are less suitable than that referred to in paragraph 1.2.
- 1.2. It is suggested that the favoured structure where possible is to have ownership by a limited company whose shareholders are the Lodges¹ that meet at a particular centre with each Lodge being required to subscribe for shares in the Company. It is suggested that the directors of the Company should be drawn from those Lodges. This structure is favoured for a number of reasons:-
 - 1.2.1. the vast majority of centres are currently held under a limited liability company limited by shares and therefore it is not difficult to bring any such company in line with the suggested model. There are of course other existing ownership models as indicated in Appendix 1 and it is recognised that insofar as those models are not currently constituted as a limited liability company, it would be more difficult to bring them into line with the suggested way forward, but it is hoped that those structures would be updated where possible to at least take into account a corporate governance regime similar to the one being suggested in Part I of this paper and the financial governance provisions set out in Part II of this paper;
 - 1.2.2. it is a streamlined ownership model with a finite number of shareholders. This will ensure that the register of members is easy to maintain and does not get out of control as can happen over a long period of time where the shareholders are

¹ For the purpose of this paper, a Masonic Lodge means a Lodge or Chapter (or any such formalised group of men analogous thereto such as councils and conclaves) comprising either of free and accepted Freemasons operating under the auspices of the United Grand Lodge of England as or the Grand Lodge of Mark Master Mason of England and Wales or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason.

individual masons who might have either died or moved away or ceased their involvement with a particular Lodge or even with Freemasonry;

- 1.2.3. those Lodges who use the centre control its destiny;
- 1.2.4. it is the best vehicle for conducting a commercial operation;
- 1.2.5. in considering what should happen to the proceeds of sale of a centre that has closed or a Company that has been dissolved the approach has been that it is hoped that all individual masons will surely agree that they should not personally benefit from a value that may have accrued over generations in excess of what may have been the lifetime of their use of the centre. Bearing that in mind, the model being suggested provides that if a Lodge ceases to meet at a centre it has to give up its shares. This is consistent with the aim to avoid a personal windfall to individual Masons or to individual Lodges who happen to be the last ones standing in a disaster scenario where a centre has to close. Thus the structure being suggested is that if a centre closes what should happen to any proceeds of sale by the centre is dealt with in the Articles of Association of the Company. In [the Specimen Articles](#)² there are a number of alternative suggestions as to what should happen to the money on a sale. The idea is that if the lead given by this paper is taken up by any centre and they adopt Articles similar to or based on the Specimen Articles then in Article 58 when drafting the Articles they will choose from a number of alternative suggestions currently contained in the Specimen Articles as to what should happen to the monies or alternatively they will choose any other use for the monies that suits them. Hopefully it will not involve personal gain of any individual or Lodge. Currently the alternative suggestions made are that the monies should go to purchase another Masonic centre in place of the centre sold or alternatively, that the money will go to the Province for the use for Masonic Centres generally within the Province or alternatively, the money will go to the relevant Provincial Charity. As stated above, these are only suggestions and not prescriptive and the choice will be made by those who are involved in the drafting of the Articles. It is, of course, possible to leave all the suggested alternatives in the Specimen Articles to be decided upon by the Board of the Company in office immediately prior to closure.

- 1.3. Whilst the preferred ownership method is set out in paragraph 1.2 it cannot be ignored that a significant number of centres are currently owned by a members club or unincorporated association that is owned and run either by individual Masons or the Lodges that use the centre. The primary problem with this is not being a corporate structure it does not have the checks and balances provided by company law and in such instances, it is often the individual or individuals who run this that treat it as his or their own fiefdom without any independent scrutiny. That being said, in recognising that such a structure exists in a significant number of centres, a specimen constitution of a Members Club is referred to below and attempts have been made in that to address this issue of corporate and financial governance.³

2. Recommended Structure

- 2.1. Having recommended the structure to run the centre, how it runs and its corporate governance will be governed by its Articles. The question of its financial governance is dealt with in Part II of this paper. In many Masonic Centres such companies already exist, although most of them are not set up on the basis recommended in this paper. In those circumstances, it can easily be arranged that the Company is reorganised so that the

² See [Appendix 2](#).

³ See [Part 1 Section 4](#) and [Appendices 3 & 5](#).

shareholders are the Lodges that meet at the centres and that they adopt the new suggested [Specimen Articles or something similar](#)⁴.

- 2.2. Whatever the final form of the Articles, the principle should be that the running of the company will be governed by its Articles specifically tailored for the structure that is being suggested and containing a number of provisions that go to the heart of good corporate governance.
- 2.3. A Board of Directors will run the company. The Specimen Articles being suggested provide that the directors of the Company will be those directors in office at the time of adoption of the New Articles and thereafter, there will be regular annual general meetings and elections for the directors on a three year cycle. It is felt that the important issue of who is chosen as a director is that they shall be the right men for the job if the centre is to remain or become viable. They should be selected for their professional qualifications and/or experience in relevant fields such as building management, finance, catering, events and hospitality industry etc., rather than simply because it is their turn or merely because they were in situ before the new structure was adopted.
- 2.4. It is recognised that to impose such a structure on a centre that may have been running for many years with Masons still managing it in their own way will not be easy and it is not the intention of this paper to impose anything on anyone but to merely suggest the way forward. The intention is mainly to educate and show those in situ what might be a different way and a more advantageous manner in which to operate their centre and hopefully they see the wisdom of doing that. It is hoped that if they adopt the suggestions contained in the paper and in the specimen Articles that this may avoid the alternative, which is for the centres to just meander over a period of time and just tread water or worse. It is felt important that those who currently run and/or meet at a Masonic Centre are encouraged to embrace what is being suggested in this paper, so as to give the centre its best chance of success.
- 2.5. However a Centre decides to proceed it is strongly recommended that it takes the appropriate legal and accountancy advice before putting into operation any structure proposed by this paper.

3. Articles of Association

- 3.1. There is set out in [Appendix 1](#) a specimen form of Articles of Association to govern the company running a centre. As indicated above, this can either be set up from scratch or where there is an existing company that company can adopt these new Articles or at least Articles based on these Articles. There may of course be certain centres where some of the provisions of these Articles would either not work or would not be acceptable. In addition, some might require alternative provisions. Whilst it is hoped however, that the Specimen Articles would be adopted in the form that appears in Appendix 1, if they are not going to be then at least the specimen form of Articles should be used as a starting point, with many of the provisions being utilised as suggested or amended as required for specific cases.
- 3.2. The key provisions contained in [the specimen Articles](#)⁵ are as follows:-
 - 3.2.1. the company will be owned by all the Lodges that meet at the centre. The Lodges will each own an equal number of shares;
 - 3.2.2. if the Company is an existing company with any individuals as shareholders then on adoption of these new Articles, article 35.8 provides that any individual shareholders will have to give up their shares for nominal value in favour of the Lodges that meet at the centre. It is recognised that there may be taxation issues on the transfer of shares and it is outside the terms of reference of this paper to consider those issues.

⁴See Appendix 2.

⁵See appendix 2.

Professional taxation advice should always be sought on each such situation. That being said, it is believed that with the suggestion that the shares be transferred at nominal value then any such taxation issues should easily be capable of being dealt with. The suggestion is that the Company buys back the shares, but if there are not sufficient reserves in the Company to buy back the shares⁶, then the shares will be divided between the Lodges who are going to end up with the shareholding equally. This can be easily achieved by transferring the shares to a nominated director who will hold those shares in trust for the benefit of all the remaining Lodges equally;

- 3.2.3. any Lodge ceasing to meet at a centre in question has to give up their shares which will either be bought back by the company (provided it has sufficient reserves to do so) or failing there being sufficient reserves, they will be transferred to a nominated [director who will hold those shares in trust for the benefit of all the remaining Lodges equally](#);⁷
- 3.2.4. [the company will be run by a board of directors consisting of a chairman, vice-chairman, finance director and such number of other directors as shall be prescribed by the Articles](#)⁸. In the specimen Articles it is suggested that the first set of directors following adoption of the Articles be those directors in office immediately prior to the adoption of the Articles. That being said, it is only a suggestion and another process can be inserted in its place [to select the initial Board if required](#).⁹ The important issue is that the right individuals are chosen to form the Board. The suggestion is that this initial Board will remain as the board for a stated period of time (subject to resignations etc) indeed any reasonable period of time could be chosen when drafting the Articles. At the first annual general meeting of the company after the prescribed period, one-third of the directors then serving will be up for re-election and that will then happen annually. It will be the third that have been in office the longest and if more than a third have been in for the same length of time, [then those standing for election will be decided by drawing lots](#);¹⁰
- 3.2.5. if a centre has to close and is sold, then the Articles should provide what should happen to the monies. Various alternatives are suggested in the Specimen Articles but these are only suggestions which may or may not be included when the Articles are adopted. The decision on that will be made by those drafting the Articles for the centre in question. The suggestion for the alternatives included in the Specimen Articles are that the monies should be used to provide an alternative Masonic centre in the relevant area or that it is used by the Province for Masonic Centres generally or it could [go to the relevant Provincial Charity](#).¹¹ This is not prescriptive and it will be the shareholders (i.e. the Lodges) that decide on the final wording of the Articles relevant to their centre when the Articles are adopted.

4. Members Club

- 4.1. A number of existing centres are run as a Members Club and the suggestion is that if they are unwilling or find it impracticable to change to a corporate structure and adopt the suggested Model Articles then they should be encouraged to consider amending their constitution and adopting the model Constitution that has been prepared and is set out in Appendix 3 or if not to adopt the Constitution as a whole then at least such of the provisions of it with which they are comfortable.

⁶ A requirement of Companies Act 2006.

⁷ See article 35.7.

⁸ See article 20.1.

⁹ See paragraph 2.3 above.

¹⁰ See articles 20.1, 20.2 and 20.3.

¹¹ See article 58.

- 4.2. Although the structure with a Constitution does not have the checks and balances that are contained in a company backed up by its Articles and corporate legislation, the model Constitution has been prepared to contain as much of the corporate governance as is contained in the Model Articles as is possible to include in a Constitution.
- 4.3. As in the case of the corporate structure it is suggested that the members of the Club should be the Lodges (which are as widely defined as in the Specimen Articles) and not the individual Masons.
- 4.4. As is referred to at paragraph 3.2.5 above in the case of a corporate structure, if the centre has to close then the suggestion is that any proceeds should be dealt with in a similar manner as set out for [the corporate structure](#)¹². As in the case of the Specimen Articles, it is intended that the Lodges who run that Club would amend this provision in their new Constitution to the one which suits them.
- 4.5. [Before proceeding on the basis set out in paragraph 4 the appropriate professional advice should be taken.](#)¹³

5. Summary of Part I

- 5.1. From all the various alternatives considered, it is felt that the ones recommended as the way forward in this paper are best practice. The solutions suggested have the benefit of longevity in that problems experienced in the past by local Masonic centre companies being unable to ascertain their exact shareholdings or members because over long periods of time people have died, moved out of the area and the like, will not occur. Only those Lodges using the centre will hold shares (or in the case of a club be the members) and the share register and/or members register will therefore be tightly kept.
- 5.2. Another great benefit of this structure is the ultimate destination of the funds should a centre close. At the moment in many centres, if one closes it is the “last man standing” on the day that it closes who will obtain a financial windfall which it is felt is not right. It is strongly felt that on the happening of such an event, the money should be used in one of the alternative ways suggested or in any other way as chosen by the local Masons concerned, which hopefully will not include a personal gain for individual Members or Lodges.¹⁴
- 5.3. It is recognised that each Masonic centre will be set up differently and may not be currently set up via the vehicle of a limited company. Some centres as can be seen above, will be run by a club with a Constitution and others may even be set up via a Trust Deed. Whilst recognising the legitimacy of those structures, it is felt that even where they are in use, then the introduction of various provisions as set out in this paper relating to corporate governance and financial governance should be introduced into such centres in order to obtain the benefits referred to above.

¹² See Rules 41 and 42 in the Model Constitution.

¹³ See paragraph 2.5 above.

¹⁴ See article 58 in the Model Articles and Rules 41 and 42 in the Model Constitution.



Introduction

Typically Masonic centres are mainly run by well-meaning Masons some of whom may lack the necessary skills in what is now a highly competitive market. Although some of those running a centre may be retired and may be able to give plenty of time and attention to the running of the centre, it is not a full time job for most of them and they may not necessarily have the skillset to run it successfully even when they are full time. Although it is accepted that they will have plenty of enthusiasm and determination if they lack the necessary skills they may also not know where to go to obtain the right skillsets.

1. Overview

- 1.1 It is believed that the vast majority of the centres typically have many of the same problems, albeit some to a greater or lesser extent and it is often the case that these problems have been either experienced or been growing for many years and are either being ignored or those running the centre may for whatever reason find they are incapable of addressing the issues.
- 1.2 Such typical problems of Masonic centres are as follows:-
 - 1.2.1 A large proportion of their income has to go in fixed costs as well as indirect overheads. It is difficult to address profitability issues with such difficult cost management.
 - 1.2.2 Most of the centres with profitability issues are tempted to defer maintenance expenditure by looking upon it as discretionary. At the best this is a short term postponement and at the worst it gives rise to greater and expensive maintenance in the future.
 - 1.2.3 Poorly maintained buildings are not conducive to securing additional non-Masonic usage which is invariably essential for the financial viability of a centre.
 - 1.2.4 The regular income stream from Masonic usage is typically based on room usage/members. Reducing Masonic membership has meant smaller lodge memberships, reduced numbers of meetings being held and therefore reduced income to the centre. This has been exacerbated by amalgamations and closures of Lodges.
 - 1.2.5 Whilst Masonic income stream may be augmented by catering income and room hire, this is difficult to attract as referred to at 1.2.3 above with a poorly maintained building and those who are running the centre are probably not skilled in the catering and events business which is an extremely competitive sector.
 - 1.2.6 Centres that have not adapted their business model to take account of reducing Masonic income stream may be experiencing profitability issues. Worse still, those running the centres may never have given any thought to their business model or even considered mapping out a business plan.
 - 1.2.7 Centres that are currently profitable may face similar issues as the above if they are not forward looking and planning ahead.
 - 1.2.8 Even if centres have identified the problem, they may be slow to take action due to many things such as disagreement within the management, reluctance to do anything or even denial. Even worse still is the inability to do anything or to know what needs to be done.
 - 1.2.9 Centres may resent advice and support from the Province which they might regard as interference and they think that they can manage themselves.

2. Suggested Way Forward

- 2.1 Unless a centre is particularly successful and has a robust management who are well capable of running the centre successfully for profit, one legitimate way forward may be to outsource the catering and events held at the centre and all profits and losses from that trading goes to the outsourced entity. The existing Hall Company or Club will then have de-risked itself and need only be concerned with the holding of Masonic meetings and will need very little income from the Lodge to organise that. If in those circumstances it retains the ownership of the building (rather than entering into a sale and lease back with the outsourced entity) it will need to build up a sinking fund for ongoing upkeep of the fabric of the building. Such fund for instance can be built up from annual fees payable by the Lodge plus a royalty from the outsourced entity from the Masonic business they will be given. It is felt all centres should be encouraged to consider such an option. There is contained in [Appendix 4](#) a case study of an actual case of outsourcing that has been working successfully in a Masonic centre in northern England.
- 2.2 Whether or not the Company or Club feel that the outsourcing route as set out in paragraph 2.1 above would be appropriate those running any centre would be encouraged to adopt the Financial Management Protocols set out in [Appendix 5](#).
- 2.3 It is recognised that some Provinces have a [building fund](#) that is available to be tapped into by any centre that might meet the criteria set down by that Province. Typically they would make funds available for use in capital projects at the centre normally for either an extension or renovation of the centre with the monies being made available on advantageous terms. If such monies are available and a centre can justify the spending of such money to update their centre and to make it more attractive for commercial users, then those running the centre should give consideration to that.
- 2.4 If the Company or Club feel that the outsourcing route as set out in 2.1 above would not be appropriate or desirable for their centre, it is suggested that they consider the following ways forward, in order to attempt to address the problems identified at 1.2 above:
 - 2.4.1 Obtain non masonic income to replace the falling masonic income stream although it is accepted that the nature of commercial income is its uncertainty & irregularity.
 - 2.4.2 Most centres do have facility available for non-Masonic use particularly in daytime hours and summer months.
 - 2.4.3 [Improve the quality of the management and look for people with the appropriate skill sets](#)¹⁵.
 - 2.4.4 Reduce costs, but for the reasons stated above, this is unlikely to provide a long term solution on its own.
 - 2.4.5 Consider relocation, merger or closure although it may be difficult to get consensus for these more drastic solutions. There may be strong emotional and political attachment to a centre by its management and membership.

¹⁵See Part I paragraph 2.3 above.



- 1.1. Whilst the preferred ownership structure is that of a limited liability company with the relevant [Lodges being the shareholders](#),¹⁶ it is accepted that there are a number of alternative ownership structures that might well be currently used, the most prevalent ones (although this list is not exhaustive) being as follows:-
- 1.1.1. ownership by a Province centrally and run by local committees, possibly under the supervision of the local districts or areas;
 - 1.1.2. ownership by a limited company whose shareholders are the individual Masons that meet at a particular centre, with each shareholder being required to subscribe for shares in the Company. The directors of the Company are usually drawn from those members although it is not unknown for each Lodge to have the right to nominate a director;
 - 1.1.3. ownership by a company limited by guarantee whose members are the individual Masons that meet at a particular centre. The directors of the Company are usually drawn from the members although it is not unknown for each Lodge to have the right to nominate a director;
 - 1.1.4. ownership by a company limited by guarantee whose members are the Lodges that meet at a particular centre. The directors of the company being drawn from the Lodges each of whom will probably have the right to nominate a director;
 - 1.1.5. ownership by a charitable company whose members are the individual Masons that meet at a particular centre. The directors of the Company being drawn from those members or possibly with each Lodge having the right to nominate one or more directors;
 - 1.1.6. ownership by a club or unincorporated association made up of individual Masons who use a centre in question. The Club being established by a constitution;
 - 1.1.7. [ownership by a club or unincorporated association made up of individual Lodges who use a centre in question](#);¹⁷
 - 1.1.8. ownership established by a Trust Deed and managed by Trustees. Although not uncommon, this structure is probably the least common that one would come across;
 - 1.1.9. an even more rare occurrence is ownership by a Company when there is only one Lodge that meets at a particular centre and it is the Members of that Lodge that are the shareholders or alternatively the Lodge concerned being the only shareholder.
- 1.2. The ownership by a Province is not favoured because it is felt that it is too remote and that it would be far better to have the centre owned by those who regularly use it as they have a vested interest in the centre. Further it is felt that a busy Masonic Province has enough issues to contend with in its day to day running without having to concern itself about a large number of centres, even though it would probably devolve the running of the centres to the local district or area system. It is felt that it would be far better to streamline the system, not to create ownership of a large number of properties by a Province with all the problems that that would bring. Further as the vast majority of the centres will not be currently in the ownership of a Province it is unrealistic to expect that the current owners of them (invariably local Masons or their Lodges) would willingly or easily give up “their” centre in favour of the Province. That being said and although this has been discounted as a

¹⁶ See Part 1 paragraph 1.2.

¹⁷ See Part 1 paragraph 1.3.

- preferred model, one cannot ignore the fact that it is in a Province's interest that its centres are run to good effect with as few problems as possible.
- 1.3. Ownership by a company made up of all individual Masons who meet at particular centres has been considered and recognised as quite a typical structure that exists. Despite its prevalence this is felt to be too unwieldy and historically, such form of ownership has brought problems. Where there has been ownership by individuals as opposed to just Lodges, problems have been experienced where people have moved away, passed away or simply cannot be traced and that typically has brought about administration problems within such centres and over a period of time their register of members has got out of control and invariably impossible to reconcile.
 - 1.4. Ownership by a company limited by guarantee. This is not recommended unless one is dealing with a centre where there is an existing company that is limited by guarantee. One would normally have a company limited by guarantee where one runs the centre as a charity, but running the centre as a charity is not recommended.¹⁸ That being said, as it is not possible to change a company limited by guarantee to become a company limited by shares, if one wanted to do that one would have to form a brand new company and do away with the company limited by guarantee, the suggestion is that if there is already a company limited by guarantee in place to leave it there, but to amend its Articles so that the members are not the individual Masons who meet at the centre but are the Lodges that meet there. This is recommended for the reasons outlined in Part 1 of paragraph 1.2 above. In that instance the recommendation would also be that the existing company adopts new Articles along the lines of the [Specimen Articles](#) being suggested in this paper¹⁹ but with appropriate amendments applicable to companies limited by guarantee.
 - 1.5. It is not suggested that a charitable company be formed because of various reasons although it is accepted that to utilise a charitable company may make it much more tax efficient. Despite the possible taxation benefits, one good reason not to use a charitable company is firstly, the difficult regulatory regime imposed by the Charities Act and the Charity Commission. Secondly, it is unlikely that the Charity Commission will not permit the Company to carry on a business. It is feasible that the Charity Commission might be prevailed upon to allow the charitable company to form a wholly owned subsidiary which would carry on the trading, but that company would be taxed in the normal way on any profits that it made. Thirdly, difficulty will be experienced when trying to deal with the assets of the company on either a winding up of the company or the sale of the centre. Thus, what one could do with the monies on the sale of the centre would be severely restricted. It is anticipated in that instance that the Charity Commission would only want the proceeds from the sale to be used for charitable purposes and the building of a brand new Masonic centre or [the utilisation of the monies by the Province for the benefit of other centres](#)²⁰ or even use the money for the benefit of the Masons who use the them going forward is unlikely to be considered as charitable purposes by the Charity Commission.
 - 1.6. [Ownership by a members club or unincorporated association that is owned and run either by individual Masons or the Lodges.](#)²¹
 - 1.7. Ownership pursuant to a Trust Deed and administered by trustees has not been considered on the basis that the vast majority of the centres throughout the country are not structured in this way at this moment and one would not expect to change the ownership of a centre not structured pursuant to a Trust Deed to be structured in this way unless there was a benefactor who would supply the monies to purchase an existing centre and make a gift

¹⁸ See paragraph 1.5 of this Appendix 1.

¹⁹ See [Part 1 paragraph 3 and Appendix 2.](#)

²⁰ See [Part 1 paragraph 1.2.5.](#)

²¹ See [Part 1 paragraph 1.3.](#)

pursuant to the terms of a trust. Of course, where any existing trust is in operation one would leave that and would hope that the trustees whilst having to act in accordance with the terms of the Trust Deed would run the centre utilising the suggested financial governance provisions set out in Part II in this paper.



Company Number: [**]

COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
[**] MASONIC HALL LIMITED

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In the articles, unless the context requires otherwise:

Act: means the Companies Act 2006;

appointor: has the meaning given in article 24.1;

articles: means these articles of association;

Associate Member: means any subscribing or honorary member of a Masonic Lodge that is a Member of the Company;

bankruptcy: includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board: means the board of directors of the Company from time to time;

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chairman: has the meaning given in article 12;

chairman of the meeting: has the meaning given in article 49;

Companies Acts: means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;

conflict: has the meaning given in article 15.1;

conflict authorisation: has the meaning given in article 15.2;

director: means a director of the Company, and includes any person occupying the position of director, by whatever name called;

distribution recipient: has the meaning given in article 40.2;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form: has the meaning given in section 1168 of the Act;

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

fully paid: in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

Hall: means the Masonic Hall situated at [***];

hard copy form: has the meaning given in section 1168 of the Act;

holder: in relation to shares means the person whose name is entered in the register of Members as the holder of the shares;

instrument: means a document in hard copy form;

model articles: means the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) as amended prior to the date of adoption of the articles;

Masonic Lodge: means a lodge or chapter (or any formalised group of men analogous thereto) comprising either of free and accepted freemasons operating under the auspices of the United Grand Lodge of England or the Grand Lodge of Mark Master Masons of England and Wales or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason;

Member or Member of the Company: means a shareholder in the Company;

Nominated Representative: has the meaning given to it in Article 52.3;

ordinary resolution: has the meaning given in section 282 of the Act;

paid: means paid or credited as paid;

participate: in relation to a directors' meeting, has the meaning given in article 10;

proxy notice: has the meaning given in article 55;

shareholder: means a person who is the holder of a share;

shares: means shares in the Company;

special resolution: has the meaning given in section 283 of the Act;

subsidiary: has the meaning given in section 1159 of the Act;

transmittee: means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and

Vice Chairman: has the meaning given in article 12;

writing: 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.

- 1.2 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Act as in force on the date when the articles became binding on the Company.
- 1.3 Headings in the articles are used for convenience only and shall not affect the construction or interpretation of the articles.
- 1.4 A reference in the articles to an "article" is a reference to the relevant article of the articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The model articles shall not apply to the Company.

2 Liability of Members

The liability of the Members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 Directors' general authority

Subject to the remaining provisions of the articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4 Shareholders' reserve power

4.1 The shareholders may, by special resolution, direct the directors to take, or refrain from taking, specified action.

4.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

5 Directors may delegate

5.1 Subject to the other provisions of the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- (a) to such person or committee;

- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

as they think fit.

5.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

5.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

6 Committees

6.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by directors.

6.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

DECISION-MAKING BY DIRECTORS

7 Directors to take decisions collectively

7.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 8.

7.2 If:

- (a) the Company only has one director for the time being, and
- (b) no provision of the articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making.

8 Unanimous decisions

8.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.

8.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

8.3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.

9 Calling a directors' meeting

9.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the Company secretary (if any) to give such notice.

9.2 Notice of any directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that directors 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.

9.3 Notice of a directors' meeting must be given to each director, but need not be in writing.

9.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days 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.

10 Participation in directors' meetings

10.1 Subject to the other provisions of the articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the articles, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

10.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

10.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

11 Quorum for directors' meetings

11.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

11.2 Subject to article 11.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors and unless otherwise fixed it is 2 eligible directors.

11.3 For the purposes of any meeting (or part of a meeting) held pursuant to article 15 to authorise a director's conflict, if there is only one director in office besides the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

11.4 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors, or
- (b) to call a general meeting so as to enable the shareholders to appoint further directors.

12 Positions to be held by directors

12.1 Subject to the provisions of articles 20.1 and 20.2, at each Annual General Meeting of the Company the Members shall appoint the following:-

- (a) a director to chair their meetings the person so appointed for the time being is known as the Chairman.

- (b) a director to act as Vice Chairman
- (c) a director to be primarily in charge of the Company's finances, (subject at all times to the directions and policies laid down at meetings of the directors from time to time), to be known as the Finance Director

12.2 The directors may terminate any of the appointments referred to in Article 12.1 at any time.

12.3 If the Chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, then the Vice Chairman shall act in his stead and in the absence of the Vice Chairman so acting the participating directors must appoint one of themselves to chair the meeting.

13 Casting vote

13.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chairman or other director chairing the meeting has a casting vote.

13.2 Article 13.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the articles, the Chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

14 Transactions or other arrangements with the Company

14.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;
- (c) shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
- (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14.2 For the purposes of this article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.

14.3 Subject to article 14.4, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the

question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.

14.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

15 Directors' conflicts of interest

15.1 For the purposes of section 175 of the Act the directors may, in accordance with the requirements set out in this article 15 authorise any matter proposed to them by any director which would, if not authorised constitute or give rise to a situation in which a director has or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) (**conflict**).

15.2 Any authorisation under this article 15 (**conflict authorisation**) will be effective only if:

- (a) the director has disclosed to the other directors the nature and extent of his interest in any conflict, such disclosure to be made as soon as reasonably practicable;
- (b) the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these articles or in such other manner as the directors may determine;
- (c) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (d) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

15.3 Any conflict authorisation may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine;
- (c) be terminated or varied by the directors at any time.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

15.4 In giving a conflict authorisation, the directors may decide (whether at the time of giving the authority or subsequently) that if a director has obtained any information through his involvement in the conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:

- (a) disclose such information to the directors or to any director or other officer or employee of the Company;
- (b) use or apply any such information in performing his duties as a director of the Company,

where to do so would amount to a breach of that confidence.

- 15.5 In giving a conflict authorisation the directors may provide (whether at the time of giving the authority or subsequently) without limitation to article 15.3(b) that the director:
- (a) is excluded from discussions and/or the making of decisions (whether at meetings of directors or otherwise) related to the conflict;
 - (b) is not given any documents or other information relating to the conflict;
 - (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the conflict.
- 15.6 Where the directors give a conflict authorisation:
- (a) the terms of the conflict authorisation shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded);
 - (b) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the conflict authorisation;
 - (c) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions (if any) as the directors impose in respect of the conflict authorisation.
- 15.7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

16 Records of decisions to be kept

- 16.1 The directors must ensure that the Company keeps a record, in writing, for at least [**] years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.
- 16.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent (but not necessarily hard copy) form, so that they may be read with the naked eye.

17 Directors' discretion to make further rules

Subject to the other provisions of the articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND REMOVAL OF DIRECTORS

18 Qualification

To be able to be appointed a director of the Company a person must be a Freemason under the jurisdiction of the United Grand Lodge of England.

19 Number of directors

Unless otherwise determined by ordinary resolution, the maximum number of directors shall be [**] and shall not be less than one.

20 Methods of appointing directors

- 20.1 Following the adoption of these Articles, the following shall make up the Board:-

- (a) the Chairman shall be the Chairman of the Board in office immediately prior to the adoption of these Articles;
- (b) the Vice Chairman shall be the Vice Chairman of the Board in office immediately prior to the adoption of these Articles;
- (c) the Finance Director shall be the Finance Director of the Board in office immediately prior to the adoption of these Articles;
- (d) the balance of the Board shall be all other directors of the Company in office immediately prior to the adoption of these Articles;

and they shall all remain in office until the [first] annual general meeting held by the Company following the adoption of these Articles.

20.2 At the [first] Annual General Meeting of the Company following the adoption of these Articles and at each subsequent Annual General Meeting there shall be elected the Chairman of the Board, a Vice Chairman, a finance director and up to ten other directors. Only those persons who have either retired by rotation and have put themselves up for re-election pursuant to Article 20.3 or who shall be nominated for such positions by notice in writing received from any Member and lodged with the secretary at least ten days prior to the Annual General Meeting shall be eligible for election at the Annual General Meeting.

20.3 At the third Annual General Meeting of the Company and at each Annual General Meeting thereafter all directors of the Company who shall have served as a director for not less than three years since his last election as a director shall retire up to a maximum retirement of one-third of the relevant directors. If more than one-third of the then current directors shall be liable to retire at any particular Annual General Meeting then they shall draw lots to decide which of the directors shall retire at that Annual General Meeting. Any director retiring pursuant to this Article 20.3 may offer himself for re-election by serving notice of such intention on the secretary of the Company at any time up to ten days prior to the Annual General Meeting in question.

21 Termination of director's appointment

21.1 A person ceases to be a director as soon as:

- (a) he ceases to be a member of any Masonic Lodge that ordinarily holds its meetings at the Hall;
- (b) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
- (c) a bankruptcy order is made against that person;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (f) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (g) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms;
- (h) that person ceases to be a Freemason pursuant to the Book of Constitution of the United Grand Lodge of England.

22 Directors' remuneration

- 22.1 Directors may undertake any services for the Company that the directors decide.
- 22.2 Directors are entitled to such remuneration as the directors determine:
- (a) for their services to the Company as directors, and
 - (b) for any other service which they undertake for the Company.
- 22.3 Subject to the other provisions of the articles, a director's remuneration may:
- (a) take any form, and
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.
- 22.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

23 Directors' and secretary's expenses

- 23.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary properly incur in connection with their attendance at:
- (a) meetings of directors or committees of directors,
 - (b) general meetings, or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

24 Appointment and removal of alternate directors

- 24.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
- (a) exercise that director's powers, and
 - (b) carry out that director's responsibilities,
- in relation to a meeting of the directors or a unanimous decision of the directors issued pursuant to Article 8 which the alternate's appointor is unable to participate in.
- 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 24.3 The notice must:
- (a) identify the proposed alternate, and

- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25 Rights and responsibilities of alternate directors

- 25.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 25.2 Except as the articles specify otherwise, alternate directors:
 - (a) are deemed for all purposes to be directors;
 - (b) are liable for their own acts and omissions;
 - (c) are subject to the same restrictions as their appointors; and
 - (d) are not deemed to be agents of or for their appointors.
- 25.3 A person who is an alternate director but not a director:
 - (a) may be counted as participating in a meeting of directors or a committee for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
 - (b) may participate in a unanimous decision of the directors issued pursuant to Article 8 (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
 - (c) shall not be counted as more than one director for the purposes of articles 25.3(a) and (b).
- 25.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).
- 25.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

26 Termination of alternate directorship

- 26.1 An alternate director's appointment as an alternate terminates:
 - (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
 - (c) on the death of the alternate's appointor;
 - (d) when the alternate's appointor's appointment as a director terminates; or
 - (e) on conclusion of the meeting or unanimous decision in respect of which the alternate was appointed.

27 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

28 Persons eligible to be Members of the Company

- 28.1 No person and no body (corporate or otherwise) other than a Masonic Lodge that ordinarily meets at the Hall may hold shares in the Company.
- 28.2 Each Member of the Company shall hold an equal number of shares.

29 All shares to be fully paid up

- 29.1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 29.2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum.

30 Directors' authority to allot shares

In accordance with section 550 of the Act, the directors may exercise any power of the Company to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company, and any such allotment may be made as if section 561 of the Act did not apply to such allotment.

31 Powers to issue different classes of share

- 31.1 Subject to the other provisions of the articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 31.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

32 Company not bound by less than absolute interests

Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

33 Share certificates

- 33.1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds.
- 33.2 Every certificate must specify:
- (a) in respect of how many shares, of what class, it is issued;
 - (b) the nominal value of those shares;
 - (c) that the shares are fully paid; and

(d) any distinguishing numbers assigned to them.

33.3 No certificate may be issued in respect of shares of more than one class.

33.4 If more than one person holds a share, only one certificate may be issued in respect of it.

33.5 Certificates must:

(a) have affixed to them the Company's common seal, or

(b) be otherwise executed in accordance with the Companies Acts.

34 Replacement share certificates

34.1 If a certificate issued in respect of a shareholder's shares is:

(a) damaged or defaced, or

(b) said to be lost, stolen or destroyed,

that shareholder is entitled to be issued with a replacement certificate in respect of the same shares.

34.2 A shareholder exercising the right to be issued with such a replacement certificate:

(a) may at the same time exercise the right to be issued with a single certificate or separate certificates;

(b) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

(c) must comply with such conditions as to evidence, and indemnity and the payment of a reasonable fee as the directors decide.

35 Share transfers

35.1 Save in respect of shares transferred to a director of the Company pursuant to Articles 35.7 or 35.8 no share shall be transferred to any body that is not a Masonic Lodge which ordinarily meets at [*insert here name of relevant Masonic Hall*] and which is approved by the directors of the Company.

35.2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

35.3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

35.4 The Company may retain any instrument of transfer which is registered.

35.5 The transferor remains the holder of a share until the transferee's name is entered in the register of Members as holder of it.

35.6 The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

35.7 On the closure of a Masonic Lodge that is a Member of the Company or on a Masonic Lodge that is a Member of the Company ceasing to hold its regular meetings at the Hall, provided that it is able so to do in law the Company shall acquire for one penny per share the shares in the Company held by such Masonic Lodge which shall be obliged to transfer such shares. Provided that if the Company is unable to purchase these said shares because of the operation of law the shares will be purchased by any director of the

Company who shall be authorised for that purpose by the Board and he shall hold these shares in trust for all Members of the Company equally until the Company is in a position to purchase these shares at one penny per share within the law.

- 35.8 Any person who, at the date of adoption of these Articles is an individual shareholder of shares in the Company (**Individual Transferor**) shall immediately transfer his shares for one penny per share to the Company, provided that the Company is able to purchase these shares in law. Provided that if the Company is unable to purchase the said shares because of the operation of law the shares will be purchased by any director of the Company who shall be authorised for that purpose by the Board and he shall hold these shares in trust for all Members of the Company equally until the Company is in a position to purchase these shares at one penny per share within the law.
- 35.9 If a Masonic Lodge or Individual Transferor shall fail or refuse to transfer his shares pursuant to article 35.7 or article 35.8 as the case may be within 7 days of a written request by the Company so to do, the Company may authorise a person to execute and deliver on behalf of such Masonic Lodge or the Individual Transferee as the case may be the necessary transfer and the Company may receive the purchase money for such transfer in trust for such Masonic Lodge or Individual Transferor (but shall not be bound to receive any interest on it) and shall either cause such Masonic Lodge's or Individual Transferor's shares to be cancelled or cause the Transferee of such shares to be registered as a holder of the relevant shares as the case may be and after the said shares have been cancelled or the said Transferee has been registered as a shareholder an exercise of the aforesaid powers, as the case may be, the validity of such process shall not be questioned by any person (save in the cause of fraud).
- 35.10 A Member may only voluntarily cease being a Member of the Company if it shall no longer be holding its regular meetings at the Hall. In such case the Member shall give notice in writing to the Board by recorded delivery not later than 14 days before the expiration of the then current financial year of the Company otherwise the Member shall be liable to pay any yearly fees that are charged by the Company to its Members. On the giving of such notice the provisions of articles 35.7 and 35.9 shall apply to such Member's shares.
- 35.11 A Member ceasing to use the Hall to hold its regular meeting shall automatically cease to be a Member of the Club even if it does not give a notice pursuant to article 35.10. For the purpose of articles 35.7 and 35.9 and for the purpose of calculating any yearly fees owing by such Member to the Company pursuant to Article 35.10, a Member ceasing to use the Hall but not having given notice pursuant to Article 35.10 shall have been deemed to have served such notice from a date one calendar month after the day of the last regular meeting such Member held at the Hall.
- 35.12 All Members shall be required to pay such yearly fees as may be determined by the Board. Subject to any agreement in writing with any member, such yearly fees shall become due on the first day of the company's financial year and any Member whose yearly fees shall be in arrears for two months shall not be entitled to make any use of the Company's facilities at the Hall nor shall any of the Associate Members who are members of the Member in question unless they are also a member of another Member which is in good standing.
- 35.13 Subject to the provisions of articles 35.10 and 35.11, any Masonic Lodge that ceases to be a Member shall remain liable for and shall pay to the Company all yearly fees and other monies which at the time of its ceasing to be a Member may be due from it to the Company.

36 Transmission of shares

- 36.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 36.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the other provisions of the articles, choose either to become the holder of those shares or to have them transferred to another person, and
- (b) subject to the other provisions of the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

36.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

37 Exercise of transmittees' rights

37.1 Transmittees who wish to become the holders of shares to which they have become properly entitled under these Articles must notify the Company in writing of that wish.

37.2 If the transmittee wishes to have a share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

37.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

38 Transmittees bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the shareholder before the transmittee's name, or the name of any person nominated under article 37.2, has been entered in the register of Members.

DIVIDENDS AND OTHER DISTRIBUTIONS

39 Procedure for declaring dividends

39.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

39.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

39.3 No dividend may be declared or paid unless it is in accordance with shareholders' respective rights.

39.4 Unless the shareholders' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each shareholder's holding of shares on the date of the resolution or decision to declare or pay it.

39.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

39.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

39.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

40 Payment of dividends and other distributions

40.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

- (a) transfer to a bank or building society account specified by the distribution recipient in writing;
- (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient in writing;
- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified in writing; or
- (d) any other means of payment as the directors agree with the distribution recipient in writing.

40.2 In the articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share; or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of Members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

41 No interest on distributions

41.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued, or
- (b) the provisions of another agreement between the holder of that share and the Company.

42 Unclaimed distributions

42.1 All dividends or other sums which are:

- (a) payable in respect of shares, and
- (b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

42.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

42.3 If:

- (a) twelve years have passed from the date on which a dividend or other sum became due for payment, and
- (b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

43 Non-cash distributions

- 43.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).
- 43.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
- (a) fixing the value of any assets;
 - (b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - (c) vesting any assets in trustees.

44 Waiver of distributions

- 44.1 Subject to article 43.2, distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:
- (a) the share has more than one holder, or
 - (b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,
- the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.
- 44.2 Notice in writing waiving an entitlement to a dividend or other distribution pursuant to article 42.1 shall be in a form agreed with the Company.

CAPITALISATION OF PROFITS

45 Authority to capitalise and appropriation of capitalised sums

- 45.1 Subject to the other provisions in the articles, the directors may, if they are so authorised by an ordinary resolution:
- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions.
- 45.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled, and
 - (b) in the same proportions as a dividend would have been distributed to them.

- 45.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 45.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 45.5 Subject to the other provisions in the articles the directors may:
- (a) apply capitalised sums in accordance with articles 45.3 and 45.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this article (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this article.

PART 4

DECISION-MAKING BY SHAREHOLDERS

ORGANISATION OF GENERAL MEETINGS

46 Annual General Meeting

The Company shall hold a general meeting as its annual general meeting in each period of nine months beginning with the day following the Company's accounting reference date. This must be in addition to any other general meetings held during that period.

47 Attendance and speaking at general meetings

- 47.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 47.2 A person is able to exercise the right to vote at a general meeting when:
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 47.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 47.4 In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 47.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

48 Quorum for general meetings

No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

49 Chairing general meetings

49.1 The Chairman shall chair general meetings if present and willing to do so.

49.2 If the Chairman is unwilling or unable to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice Chairman shall chair the meeting or if the Vice Chairman is unable or unwilling to chair the meeting:

- (a) the directors present, or
- (b) (if no directors are present), the meeting,

must appoint an Associate Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

49.3 The person chairing a meeting in accordance with this article is referred to as "the chairman of the meeting".

50 Attendance and speaking by directors and non-shareholders

50.1 The Chairman of the meeting must permit the following to speak at any general meeting:-

- (a) directors, or
- (b) Associate Members, or
- (c) any other person at the discretion of the Chairman of the meeting.

51 Adjournment

51.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

51.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

51.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

51.4 When adjourning a general meeting, the chairman of the meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 51.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
 - (b) containing the same information which such notice is required to contain.
- 51.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

52 Voting: general

- 52.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 52.2 Only a Member is entitled to vote at a general meeting and its vote must be cast either by one of its members as a Nominated Representative who shall be nominated in accordance with Article 28.1 or by the proxy pursuant to Articles 55 and 56. All Associate Members shall have the right to attend and speak at a general meeting and to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 52.3 An Associate Member nominated to vote on behalf of a Member as referred to in Article 24.1 (**Nominated Representative**) may only be validly nominated by a notice in writing (**Appointing Notice**) which:
- (a) states the name and address of the Member appointing the Nominated Representative;
 - (b) identifies the person appointed to be that Member's Nominated Representative and the general meeting in relation to which that Nominated Representative is appointed;
 - (c) is signed by or on behalf of the Member appointing the Nominated Representative, or is authenticated in such manner as the Board may determine; and
 - (d) is delivered to the Board at any time prior to the opening of the General Meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate
- and an Appointment Notice which is not delivered in such manner shall be invalid, unless the Board, in their discretion, accept the notice.
- 52.4 The Board may require Appointment Notices to be delivered in a particular form, and may specify different forms for different purposes and in the absence of any such requirement the Appointment Notice can be in any form provided it complies with the provisions of Article 28.1.
- 52.5 Appointment Notices may specify how the Nominated Representative is to vote (or is to abstain from voting) on one or more resolutions.
- 52.6 Unless an Appointment Notice indicates otherwise, it must be treated as:
- (a) allowing the Nominated Representative total discretion as to how to vote on any resolutions put to the meeting, and
 - (b) appointing that person as a Nominated Representative in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 52.7 An Appointment Notice may be revoked by delivering to the Board a notice in writing given by the Member on whose behalf the Appointment Notice was given.

52.8 A notice revoking an Appointment Notice only takes effect if it is delivered to the Board before the start of the meeting or adjourned meeting to which it relates.

53 Errors and disputes

53.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

53.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

54 Poll votes

54.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote, or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

54.2 A poll on a resolution may be demanded in advance of a general meeting where it is to be put to the vote by any shareholder entitled to vote on it. A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

54.3 A demand for a poll may be withdrawn if:

- (a) the poll has not yet been taken; and
- (b) the chairman of the meeting consents to the withdrawal.

A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

54.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

55 Content of proxy notices

55.1 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:

- (a) states the name and address of the shareholder appointing the proxy;
- (b) identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting.

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

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

55.4 Unless a proxy notice indicates otherwise, it must be treated as:

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

56 Delivery of proxy notices

56.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.

56.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

56.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

56.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

57 Amendments to resolutions

57.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
- (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

57.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

57.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

**PART 5
WINDING UP**

58 Sale of the Hall and Winding up

- 58.1 The Hall shall not be sold by the Company without a resolution of the Members passed at a general meeting of the Company approving the sale. Such resolution approving the sale must receive the consent of a majority of the Members present and entitled to vote at the general meeting of which such resolution is proposed.
- 58.2 If the Hall is sold by the Company in circumstances where it is not part of the winding up of the Company then the net proceeds of sale after costs and any taxation shall be applied [**Drafting Note:** there should be put in here what those adopting the Articles want to happen to the net proceeds after sale of the Hall. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [**]*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [**]].
- 58.3 On a winding up of the Company, any assets remaining after the payment of its liabilities shall be applied in paying to each Member a sum equal to the nominal value of the shares held by them. Any remaining balance shall be applied [**Drafting Note:** there should be put in here what those adopting the Articles want to happen to the net assets on the dissolution of the Company. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [**]*] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [**]].

PART 6

ADMINISTRATIVE ARRANGEMENTS

59 Fees

- 59.1 All Members shall be required to pay such yearly fees as may be determined by the Board. Such yearly fees shall become due on the first day of the Company's financial year and any Member whose yearly fees shall be in arrears for two months shall not be entitled to make any use of the facilities at the Hall nor shall any of the Associate Members who are members of such Member unless they are also a member of another Member which is in good standing.
- 59.2 Subject to the provisions of articles 35.10 and 35.11, any Masonic Lodge that ceases to be a Member shall remain liable for and shall pay to the Company all yearly fees and other monies which at the time of its ceasing to be a Member may be due from it to the Company.

60 Means of communication to be used

- 60.1 Subject to the other provisions in the articles, anything sent or supplied by or to the Company under the articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 60.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the

intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a business day.

60.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act.

60.4 Subject to the other provisions of the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

60.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

61 No right to inspect accounts and other records

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder.

62 Provision for employees on cessation of business

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

63 Company seal

63.1 Any common seal may only be used by the authority of the directors.

63.2 The directors may decide by what means and in what form any common seal is to be used.

63.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

63.4 For the purposes of this article, an authorised person is:

- (a) any director of the Company;
- (b) the Company secretary; or

(c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

63.5 If the Company has an official seal for use abroad, it may only be affixed to a document if its use on that document, or documents of a class to which it belongs, has been authorised by a decision of the directors.

DIRECTORS' INDEMNITY AND INSURANCE

Indemnity

63.6 Subject to article 63.7 without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated Company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 63.6(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

63.7 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

63.8 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

64 Insurance

64.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

64.2 In this article:

- (a) a "relevant officer" means any director or other officer or former director or other officer of the Company or an associated company but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor),
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

Appendix 3

Model Constitution



[****] MASONIC CLUB

RULES

1. Name

The Club shall be called [*****] Masonic Club (**the Club**).

2. Interpretation

2.1. In these Rules, unless the context requires otherwise:

Act: means the Companies Act 2006;

Associate Member: means any subscribing or honorary member of a Masonic Lodge that is a Member of the Club;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Chairman: has the meaning given in Rule 7.1;

Chairman of the Meeting: has the meaning given in Rule 25.3;

Committee Members: means together the Executive Officers and the Ordinary Committee Members;

Conflict: has the meaning given in Rule 17.1;

Conflict Authorisation: has the meaning given to it in Rule 17.2;

Document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Electronic Form: has the meaning given in section 1168 of the Act;

Eligible Committee Member: means a member of the Executive Committee who would be entitled to vote on a matter at a meeting of the Executive Committee (but excluding any member of the Executive Committee whose vote is not to be counted in respect of the particular matter);

Executive Committee: has the meaning given in Rule 7.1;

Executive Officers: means together the Chairman, Vice Chairman, Secretary and Treasurer;

Hall: means the Masonic Hall situated at [***];

Hard Copy Form: has the meaning given in section 1168 of the Act;

Instrument: means a document in hard copy form;

Masonic Lodge: means a lodge or chapter (or any formalised group of men analogous thereto) comprising either of free and accepted freemasons operating under the auspices of the United Grand Lodge of England or the Grand Lodge of Mark Master Masons of England and Wales or any other Masonic Order recognised as such by the United Grand Lodge of England in respect of which to be a member one must be a Freemason;

Member: means a Masonic Lodge that is a member of the Club;

Nominated Representative: has the meaning given to it in Rule 28.1;

Ordinary Committee Members: means any member of the Executive Committee who is not an Executive Officer;

Rules: means these Rules;

Secretary: has the meaning given in Rule 7.1;

Treasurer: has the meaning given in Rule 7.1;

Vice Chairman: has the meaning given in Rule 7.1;

Writing: 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.

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

2.3. A reference in these Rules to a “Rule” is a reference to the relevant Rule of these Rules unless expressly provided otherwise.

2.4. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:-

2.4.1.any subordinate legislation from time to time made under it, and

2.4.2.any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2.5. Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3. **Objects**

3.1. The main objects of the Club are as follows:-

3.1.1.to provide facilities for the association between Freemasons and the provision of opportunities for recreation and social intercourse and refreshment for the benefit of the Club's Members and Associate Members and their guests;

3.1.2.the provision of all necessary facilities for the holding of meetings of Masonic Lodges;

3.1.3.to maintain the Hall and keep it in good repair.

4. **Membership**

4.1 Only a Masonic Lodge that ordinarily holds its regular meetings at the Hall can be a Member. Any such Masonic Lodge will be automatically recorded in the list of Members retained by the Club and shall remain as a Member subject to the provisions of these Rules.

4.2 Any Associate Member can use the facilities of the Club but he shall not be entitled to a vote at any general meeting of the Club.

4.3 Every Member of the Club and every Associate Member is bound by and must submit to these Rules and the by-laws and regulations of the Club from time to time.

4.4 A Member may only resign from the Club if it shall no longer be holding its regular meetings at the Hall. In such case the Member shall give notice in writing to the Executive Committee by recorded delivery not later than 14 days before the expiration of the then current Club year, otherwise the Member shall be liable to pay its yearly fees for the ensuing year.

4.5 A Member ceasing to use the Hall to hold its regular meetings shall automatically cease to be a Member of the Club even if it does not give a notice of resignation pursuant to Rule 4.4. For the purpose of calculating the fees owing by such Member pursuant to Rule 4.4, a Member ceasing to use the Hall but not having given notice pursuant to Rule 4.4 shall have been deemed to have resigned from a date one calendar month after the day of the last regular meeting such Member held at the Hall.

4.6 A resigned Member of the Club who has discharged all its liabilities to the Club and wishes to rejoin may do so if it serves notice on the Executive Committee that it wishes to resume holding its regular meetings at the Hall and the Executive Committee may, at its discretion, excuse it any entrance fee.

5. **Subscription**

5.1 Members of the Club shall be required to pay such subscriptions as may be determined by the Executive Committee with the sanction of a General Meeting. Subscriptions become due on the first day of the Club's financial year and any Member whose subscription shall be in arrears for two months shall not be entitled to make any use of the Club facilities at the Hall or exercise or enjoy any privilege of membership nor shall any of the Associate Members who are members of the Member in question unless they are also a member of another Member which is in good standing.

5.2 Subject to the provisions of Rules 4.4 and 4.5, any Masonic Lodge that ceases to be a Member shall remain liable for and shall pay to the Club all subscriptions and other monies which at the time of its ceasing to be a Member may be due from it to the Club.

6 **Disciplinary Matters and Expulsion**

6.1 If the conduct of any Member or Associate Member (**the Accused Member**) either in or out of the Club is, in the opinion of the Executive Committee injurious to the character or interests of the Club or Freemasonry, the Executive Officers may determine as confirmed to the Executive Committee in writing to impose such sanction on such Member or Associate Member as they see fit. The imposition of such sanction shall only be carried out if confirmed by a decision of a meeting of a Sub-Committee (**the Disciplinary Committee**) appointed in each particular instance by the Executive Committee after considering representation from the Executive Officers. The Disciplinary Committee shall in each instance comprise of three members of the Executive Committee, one of whom shall be either the Chairman or Vice Chairman and the other two being Ordinary Committee Members. The Disciplinary Committee shall meet within fourteen days of receipt of the sanction recommended by the Disciplinary Committee (**the Disciplinary Hearing**).

6.2 Seven days' notice shall be given to the Accused Member of the Disciplinary Hearing at which any sanction on it or him is to be considered. Such notice shall inform the Accused Member of the charge or complaint against it or him and no sanction shall take place unless the vote be agreed by two-thirds of the Disciplinary Committee present at the Disciplinary Hearing. At the Disciplinary Hearing the Accused Member shall have the opportunity of being heard and of bringing with it or him a representative who must be an Associate Member.

6.3 If a sanction is imposed on the Accused Member (**the Disciplined Member**) by the Disciplinary Hearing the Disciplined Member has the right of appeal against the decision of the Disciplinary Hearing and such appeal must be lodged in writing within seven days of the decision of the Disciplinary Hearing being communicated to the Disciplined Member. Subject to the provisions of Rule 6.4 no sanction shall be imposed on the Disciplined Member until the eighth day following the decision of the Disciplinary Hearing being communicated to the Disciplined Member or if later following completion of the appeals procedure referred to in this Rule 6.3. If the Disciplined Member shall appeal then that appeal shall be heard by a meeting of two Past Executive Officers of the Club who are still Associate Members of the Club together with at least three Committee Members who were not members of the relevant Disciplinary Committee (**the Appeals Committee**). Provided if there are not two Past Executive Officers of the Club who are willing or able to be part of an Appeals Committee then the Appeals Committee shall proceed without such Past Executive Officer(s). The Disciplined Member shall be given the opportunity of being heard at the Appeals Committee and may bring with him a representative who must be an Associate Member. Subject to Rule 6.4, any decision made by the Appeals Committee shall be final and binding on both the Disciplined Member and the Club. The Club in the form of one of the Executive Officers shall also be given the opportunity of being heard by the Appeals Committee.

6.4 If the sanction to be imposed on a Member following the decision of the Disciplinary Committee or the Appeals Committee if the Disciplined Member appealed pursuant to Rule 6.3 is that the Member has its membership either suspended or revoked so that it will be unable to hold any of its regular meetings in the Hall then such sanction may only be imposed if confirmed in writing by the Provincial Grand Master of the Masonic Province of [*] who shall have complete discretion on the manner in which he chooses to make his decision and on whether or not such sanction is confirmed.

6.5 During any period of suspension, the Disciplined Member suspended shall not be entitled to enter the Hall for any purpose without the express permission in writing of the Executive Committee.

7 Management

- 7.1. The management of the Club shall be vested in a committee to be known as the Executive Committee consisting of a Chairman, Vice Chairman, Secretary, Treasurer and not more than [**] Ordinary Committee Members.
- 7.2. Following the adoption of this Constitution, the following shall make up the Executive Committee:-
- (a) the Chairman shall be the Chairman of the Club in office immediately prior to the adoption of these Articles;
 - (b) the Vice Chairman shall be the Vice Chairman of the Club in office immediately prior to the adoption of these Articles;
 - (c) the Secretary shall be the Honorary Secretary of the Club in office immediately prior to the adoption of these Articles;
 - (d) the Treasurer shall be the Treasurer of the Club in office immediately prior to the adoption of these Articles;
 - (e) the balance of the Executive Committee being the Ordinary Committee Members shall be all other persons in office on the committee running the Club immediately prior to the adoption of these Articles;

and they shall all remain in office until the [first] annual general meeting held by the Club following the adoption of this Constitution.

8 Election of the Board

- 8.1. At the [first] Annual General Meeting of the Club following the adoption of these Rules and at each subsequent Annual General Meeting there shall be elected the Executive Officers and up to [**] other Ordinary Committee Members. Only those persons who have either retired by rotation and have put themselves up for re-election pursuant to Rule 8.2 or who shall be nominated for such positions by notice in writing received from any Member and delivered to the Secretary at least ten days prior to the relevant Annual General Meeting shall be eligible for election at the Annual General Meeting.
- 8.2. At the [first] Annual General Meeting of the Club and at each subsequent Annual General Meeting all Members of the Executive Committee who shall have served as a Committee Member for not less than three years since his last election as a Committee Member shall retire up to a maximum retirement of one-third of the relevant Committee Members. If more than one-third of the then current Committee Members shall be liable to retire as a result of this Rule at any particular Annual General Meeting then they shall retire in order of seniority (beginning with the longest serving first) and insofar as more than one third shall be eligible for retirement after applying the rule as to seniority they shall draw lots to decide which of them shall retire at that Annual General Meeting. Any Committee Member retiring pursuant to this Rule 8.2 may offer himself for re-election by serving notice of such intention on the Secretary of the Club at any time up to ten days prior to the Annual General Meeting in question.
- 8.3. To be eligible to serve as a Committee Member a person must be an Associate Member of the Club and save in respect of the nominations referred to in Rule 8.2 must be proposed in writing by a Member. The names of all candidates so nominated shall be written on a nomination sheet which will be posted and remain in the Hall for seven days before the day of election with a copy being served on each Member. In the case of a tie between two candidates, the Chairman of the Meeting shall have a casting vote.
- 8.4. Any Committee Member who ceases to be an Associate Member of the Club shall immediately resign from the Executive Committee.

9 Authority of Executive Committee

- 9.1 The Executive Committee is responsible for the day to day running of the Club subject to the provisions of these Rules.
- 9.2 Subject to the other provisions of these Rules, the Executive Committee may delegate any of the powers which are conferred on it under these Rules to such person or committee and by such means (including by power of attorney) and to such an extent in relation to such matters and on such terms and conditions as they think fit.
- 9.3 If the Executive Committee so specify, any such delegation may authorise further delegation of the Executive Committee's powers by any person to whom they are delegated.
- 9.4 The Executive Committee may revoke any such delegation in whole or part, or alter its terms and conditions.
- 9.5 Subject to Rule 9.6 Committees or persons to which the Executive Committee delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of these Rules which govern the taking of decisions by the Executive Committee.
- 9.6 The Executive Committee may make rules of procedure for all or any committees, which prevail over Rules derived from these Rules if they are not consistent with them.

10 Executive Committee Meetings

- 10.1 The general rule about decision-making by the Executive Committee is that any decision of the Executive Committee must be either a majority decision at a meeting or a decision taken in accordance with Rule 11.
- 10.2 The Executive Committee shall meet once in each month, and at such other times as they shall decide from time to time necessary for transacting the business of the Club.
- 10.3 The Executive Committee, in addition to the powers specifically conferred on it by these Rules, shall have the control of the finances of the Club, power to engage, control and dismiss the Club's staff and all administrative powers necessary to properly carry out all the objects of the Club in accordance with these Rules.
- 10.4 Save in respect of any alteration or amendment to these Rules, the Executive Committee may make, repeal and amend such by-laws or regulations as it may from time to time consider necessary for the wellbeing of the Club. By-laws and regulations, repeals and amendments shall continue to have effect until otherwise determined by the Executive Committee or a General Meeting. No by-law or regulation may conflict with these Rules and in the case of such conflict these Rules shall apply.
- 10.5 The Executive Committee shall have the power to fill a vacancy on the Executive Committee by co-opting any Associate Member to be a member of the Executive Committee until the next Annual General Meeting of the Club. The Associate Member so co-opted shall have the same rights and responsibilities as any other Committee Member including voting rights.

11 Unanimous decisions

- 11.1 A decision of the Executive Committee is taken in accordance with this Rule 11 when all Eligible Committee Members indicate to each other by any means that they share a common view on a matter.
- 11.2 Such a decision as referred to in Rule 11.1 may take the form of a resolution in writing, where each Eligible Committee Member has signed one or more copies of it, or to which each Eligible Committee Member has otherwise indicated agreement in writing.

11.3 A decision may not be taken in accordance with Rule 11 if the Eligible Committee Members would not have formed a quorum at a meeting of the Executive Committee.

12 Calling an Executive Committee Meeting

12.1 Any Executive Officer may call a meeting of the Executive Committee by giving notice of the meeting to the Committee Members or by authorising the Secretary to give such notice.

12.2 Notice of any Executive Committee meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place; and
- (c) if it is anticipated that Committee 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.

12.3 Notice of a meeting of the Executive Committee must be given to each Committee Member, but need not be in writing.

12.4 Notice of a meeting of the Executive Committee need not be given to Committee Members who waive their entitlement to notice of that meeting, by giving notice to that effect to the Club via the Secretary not more than 7 days 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.

13 Participation in Executive Committee meetings

13.1 Subject to the other provisions of these Rules, Committee Members participate in an Executive Committee meeting, or part of an Executive Committee meeting, when:

- (a) the meeting has been called and takes place in accordance with these Rules, and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

13.2 In determining whether Committee Members are participating in an Executive Committee meeting, it is irrelevant where any Member of the Executive Committee is or how they communicate with each other.

13.3 If all the Committee Members participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14 Quorum for Executive Committee meetings

14.1 At an Executive Committee meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

14.2 Subject to Rule 14.3, the quorum for the transaction of business at an Executive Committee meeting may be fixed from time to time by a decision of the Executive Committee and unless otherwise fixed it is [**] Eligible Committee Members.

14.3 For the purposes of any meeting (or part of a meeting) held pursuant to Rule 17 to authorise a Conflict, if there is only one Committee Member in office besides the conflicted Committee Members, the quorum for such meeting (or part of a meeting) shall be one Eligible Committee Member.

14.4 If the total number of Committee Members in office for the time being is less than the quorum required, the Executive Committee must not take any decision other than a decision:

- (a) to co-opt further Committee Members, or

- (b) to call a general meeting so as to enable the Members of the Club to appoint further Committee Members.

14.5 If the Chairman is not participating in an Executive Committee meeting within ten minutes of the time at which it was to start, then the Vice Chairman shall act in his stead and in the absence of the Vice Chairman so acting then the Treasurer shall act in his stead and in the absence of the Treasurer so acting then the Secretary shall act in his stead and in the absence of any Executive Officer so acting then the Committee Members participating in the meeting must appoint one of their number to chair the meeting.

15 Casting vote

15.1 If the numbers of votes for and against a proposal at a meeting of the Executive Committee are equal, the Chairman or other Committee Member chairing the meeting has a casting vote.

15.2 Rule 15.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with these Rules, the Chairman or other Committee Member chairing the meeting is not an Eligible Committee Member for the purposes of that meeting (or part of a meeting).

16 Transactions or other arrangements with the Club

16.1 Provided he has declared the nature and extent of his interest and a Conflict Authorisation has been granted a Committee Member who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Club:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Club or in which the Club is otherwise (directly or indirectly) interested;
- (b) shall provided a Conflict Authorisation has been given:-
 - (i) be an Eligible Committee Member for the purposes of any proposed decision of the Executive Committee (or committee appointed by the Executive Committee) in respect of such contract or proposed contract in which he is interested;
 - (ii) shall be entitled to vote at a meeting of the Executive Committee or of a committee of the Executive Committee, or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - (iii) may act by himself or his firm in a professional capacity for the Club (otherwise than as auditor or account examiner) and he or his firm shall be entitled to remuneration for professional services;
 - (iv) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Club is otherwise (directly or indirectly) interested.

16.2 For the purposes of this Rule 16, references to proposed decisions and decision-making processes include any meeting of the Executive Committee or part of a meeting of the Executive Committee.

16.3 Subject to Rule 16.4, if a question arises at a meeting of the Executive Committee or of a committee of the Executive Committee as to the right of a Committee Member to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Committee Member other than the Chairman is to be final and conclusive.

16.4 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the Committee Members at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17 Committee Members' conflicts of interest

17.1 The Executive Committee may authorise any matter proposed to them by any Committee Members which would, if not authorised constitute or give rise to a situation in which a Committee Member has or can have, a direct or indirect interest which conflicts, or possibly may conflict with the interest of the Club (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Club could take advantage of it) (**Conflict**).

17.2 Any authorisation under this Rule 17 (**Conflict Authorisation**) will be effective only if:

- (a) the Committee Member has disclosed to the other Committee Members the nature and extent of his interest in any Conflict, such disclosure to be made as soon as reasonably practicable;
- (b) the matter in question shall have been proposed by any Committee Member for consideration at a meeting of the Executive Committee in the same way that any other matter may be proposed to the Executive Committee under the provisions of these Rules or in such other manner as the Executive Committee may determine;
- (c) any requirement as to the quorum at the meeting of the Executive Committee at which the matter is considered is met without counting the conflicted Committee Member in question; and
- (d) the matter was agreed to without the conflicted Committee Member in question voting or would have been agreed to if his vote had not been counted.

17.3 Any Conflict Authorisation may (whether at the time of giving the authority or subsequently):

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised;
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the Executive Committee may determine;
- (c) be terminated or varied by the Executive Committee at any time.

This will not affect anything done by the Committee Member in question prior to such termination or variation in accordance with the terms of the authorisation.

17.4 In giving a Conflict Authorisation, the Executive Committee may decide (whether at the time of giving the Conflict Authorisation or subsequently) that if a Committee Member has obtained any information through his involvement in the Conflict otherwise than as a Committee Member and in respect of which he owes a duty of confidentiality to another person the Committee Member is under no obligation to:

- (a) disclose such information to the Executive Committee or to any Committee Member or employee of the Club;
- (b) use or apply any such information in performing his duties as a Committee Member, where to do so would amount to a breach of that confidence.

17.5 In giving a Conflict Authorisation the Executive Committee may provide (whether at the time of giving the authority or subsequently) without limitation to Rule 17.3(b) that the Committee Member in question:

- (a) is excluded from discussions and/or the making of decisions (whether at meetings of directors or otherwise) related to the conflict;
- (b) is not given any documents or other information relating to the conflict;
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Executive Committee in relation to any resolution relating to the conflict.

17.6 Where the Executive Committee give a Conflict Authorisation:

- (a) the terms of the Conflict Authorisation shall be recorded in writing (but the Conflict Authority shall be effective whether or not the terms are so recorded);
- (b) the Committee Member in question will be obliged to conduct himself in accordance with any terms imposed by the Executive Committee in relation to the Conflict Authorisation;

- (c) the Committee Member in question will not infringe any duty he owes to the Club provided he acts in accordance with such terms, limits and conditions (if any) as the Executive Committee impose in respect of the conflict authorisation.

17.7 A Committee Member is not required, by reason of being a Committee Member (or because of any fiduciary relationship established by reason of being a Committee Member), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Executive Committee pursuant to Rule 17 or by the Club in general meeting (subject in each case to any terms, limits or conditions attaching to that Conflict Authorisation) and no contract shall be liable to be avoided on such grounds.

18 Records of decisions to be kept

18.1 The Executive Committee must ensure that the Club keeps a record, in writing, for at least [**] years from the date of the decision recorded, of every unanimous or majority decision taken by the Executive Committee.

18.2 Where decisions of the Executive Committee are taken by electronic means, such decisions shall be recorded by the Executive Committee in permanent (but not necessarily hard copy) form, so that they may be read with the naked eye.

19 Termination of Committee Member's appointment

19.1 A person shall cease to be a Committee Member as soon as:

- (a) he ceases to be an Associate Member;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) written notification is received by the Club from that person that he is resigning from office as a Committee Member and such resignation has taken effect in accordance with its terms;
- (g) that person ceases to be a Freemason pursuant to the Book of Constitution of the United Grand Lodge of England.

20 Committee Member's remuneration

20.1 Committee Members are entitled to such remuneration as the Executive Committee may determine:

- (a) for their services to the Club as Committee Members, and
- (b) for any other service which they undertake for the Club.

20.2 Subject to the other provisions of these Rules, a Committee Member's remuneration may:

- (a) take any form, and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Committee Member.

20.3 Unless the Executive Committee decide otherwise, a Committee Member's remuneration accrues from day to day.

21 Expenses

The Club may pay any reasonable expenses which the Committee Members properly incur in connection with their attendance at Executive Committee meetings or general meetings, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Club.

22 General Meetings

The Club shall hold a general meeting as its annual general meeting in each period of six months beginning with the day following the end of the Club's financial year. This is in addition to any other general meetings held during that period.

23 Quorum for general meetings

23.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

23.2 [25]% of all Members eligible to vote at a general meeting shall form a quorum at any general meeting. If within thirty minutes from the time appointed for the meeting a quorum is not present, the Meeting shall stand adjourned until such date as determined by the Executive Committee and the Members of the Club shall be given at least seven days' notice of the adjourned date. If there is no quorum at such adjourned meeting [the Members present may transact the business for which the meeting was called][the meeting shall be abandoned].

24 Voting and attendance speaking at general meetings

24.1 Only a Member is entitled to vote at a general meeting and its vote must be cast by one of its members as a Nominated Representative who shall be nominated in accordance with Rule 28. All Associate Members shall have the right to attend and speak at a general meeting and to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

24.2 The Executive Committee may make whatever arrangements they consider appropriate to enable those members and Associate Members attending a general meeting to exercise their rights to speak at it and for all Members who are attending to vote at it.

24.3 In determining attendance at a general meeting, it is immaterial whether any two or more Members are in the same place as each other.

24.4 Two or more Members who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

25 Chairing general meetings

25.1 The Chairman shall chair general meetings if present and willing to do so.

25.2 If the Chairman is unwilling or unable to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start the Vice Chairman shall chair the meeting in his stead and in the absence of the Vice Chairman so acting then the Treasurer shall chair the meeting in his stead and in the absence of the Treasurer so acting the Secretary shall chair the meeting in his stead and in the absence of any Executive Officer so acting then those Committee Members present shall choose one of them to chair the meeting and in the absence of any such Committee Member so acting those Members present shall choose any Associate Member present to chair the meeting, and the appointment of the Chairman of the Meeting must be the first business of the meeting.

25.3 The person chairing a meeting in accordance with this Rule 25 is referred to as "the Chairman of the Meeting".

26 Adjournment

26.1 If the Members attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the Chairman of the Meeting must adjourn it.

26.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if:

- (a) the meeting consents to an adjournment, or
- (b) it appears to the Chairman of the Meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

26.3 When adjourning a general meeting, the Chairman of the Meeting must:

- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
- (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

26.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Executive Committee must give at least 5 Business Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

- (a) to the same Members to whom notice of the Club's general meetings is required to be given, and
- (b) containing the same information which such notice is required to contain.

26.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

27 Resolutions

27.1 A resolution put to the vote of a general meeting must be decided on a show of hands with one vote per Member. For the avoidance of doubt Associate Members although entitled to speak at any general meeting shall not be entitled to vote unless they are a Nominated Representative pursuant to Rule 28.

27.2 A resolution to be proposed at a general meeting may be amended by resolution if notice of the proposed amendment is given to the Executive Committee in writing by a Member entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the Chairman of the Meeting may determine).

27.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

28 Nominated Representatives

28.1 An Associate Member nominated to vote on behalf of a Member as referred to in Rule 24.1 (**Nominated Representative**) may only be validly nominated by a notice in writing (**Appointing Notice**) which:

- (a) states the name and address of the Member appointing the Nominated Representative;

- (b) identifies the person appointed to be that Member's Nominated Representative and the general meeting in relation to which that Nominated Representative is appointed;
- (c) is signed by or on behalf of the Member appointing the Nominated Representative, or is authenticated in such manner as the Executive Committee may determine; and
- (d) is delivered to the Secretary at any time prior to the opening of the General Meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and an Appointment Notice which is not delivered in such manner shall be invalid, unless the Executive Committee, in their discretion, accept the notice.

28.2 The Executive Committee may require Appointment Notices to be delivered in a particular form, and may specify different forms for different purposes and in the absence of any such requirement the Appointment Notice can be in any form provided it complies with the provisions of Rule 28.1.

28.3 Appointment Notices may specify how the Nominated Representative is to vote (or is to abstain from voting) on one or more resolutions.

28.4 Unless an Appointment Notice indicates otherwise, it must be treated as:

- (a) allowing the Nominated Representative total discretion as to how to vote on any resolutions put to the meeting, and
- (b) appointing that person as a Nominated Representative in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

29 Revocation of Appointment Notices

29.1 An Appointment Notice may be revoked by delivering to the Secretary a notice in writing given by the Member on whose behalf the Appointment Notice was given.

29.2 A notice revoking an Appointment Notice only takes effect if it is delivered to the Secretary before the start of the meeting or adjourned meeting to which it relates.

30 Errors and disputes

30.1 No objection may be raised to the qualification of any Member or Nominated Representative voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

30.2 Any such objection referred to in Rule 30.1 must be referred to the Chairman of the Meeting, whose decision is final.

31 Requisitioning a General Meeting

A General Meeting must be called by the Executive Committee on receipt of a requisition signed by at least [**]% of the Members of the Club entitled to vote at any general meeting.

32 Notice of Meetings

32.1 Fourteen days' notice of every general meeting must be sent to the Members together with an Agenda stating the business to be transacted.

32.2 Subject to the other provisions of these Rules, anything to be sent or served upon the Club or the Executive Committee may be sent by first class post or hand delivered addressed to the Secretary at the Hall.

32.3 Any notice, document or other information to be served on or delivered to a Member or Associated Member shall be deemed served on or delivered to the intended recipient:

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Rule 32.3, no account shall be taken of any part of a day that is not a Business Day.

32.4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to the last known address that had been supplied by the recipient to the Club.

32.5 Subject to the other provisions of these Rules, any notice or document to be sent or supplied to a Committee Member in connection with the taking of decisions by the Executive Committee may also be sent or supplied by the means by which that Committee Member has asked to be sent or supplied with such notices or documents for the time being.

32.6 A Committee Member may agree with the Executive Committee that notices or documents sent to that Committee Member in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

32.7 The posting of a notice to a Member at the address shown in the Club Register shall be deemed to be good and sufficient notice in respect of all general meetings.

32.8 The accidental omission to send a notice of general meeting or the non-receipt of such notice by any Member of the Club entitled to receive such notice shall not invalidate the proceedings of the meeting concerned.

32.9 In addition to the notices of meeting referred to in Rule 32.1, the Secretary shall post a notice of all general meetings on the notice board at the Hall at least 7 days prior to the meeting save in respect of a Meeting called pursuant to Rule 31 when the notice shall be so posted in the Hall at least 14 days prior to the meeting.

33 **Accounts**

33.1 The Executive Committee may engage a firm of accountants to carry out an independent review and examination and then certify the Balance Sheet and Accounts of the Club.

33.2 If no firm is engaged to act as independent accountants pursuant to Rule 33.1, two Members shall be appointed at the Annual General Meeting to carry out an independent review and examination and then certify the Balance Sheet and Accounts of the Club.

34 **Visitors and Guests of Members and Associate Members**

Members and Associate Members may introduce guests and must record the name of each guest introduced in the Visitor's book provided by the Executive Committee or in the attendance book of the Masonic Lodge which is the Member in question or of which the Associate Member is a member.

35 **Licensing Act**

35.1 In accordance with the provisions of Section 49 of the Licensing Act 1964 or any statutory modification thereof there may be admitted to the Hall persons other than Members or Associated Members and intoxicating liquor may be supplied to them, by or on behalf of the Club, for consumption on the premises and not elsewhere. Such persons shall be as follows:-

(a) persons visiting a Member as an invited guest of that Member or of an Associated Member;

(b) persons attending pre-arranged events which have the approval of the Executive Committee, providing such approval is recorded in the minutes of a meeting of the Executive Committee held at least seven days before the date of such event.

35.2 The sale of alcohol shall take place only at times permitted by the Club's Liquor Licence.

35.3 Persons under the age of eighteen years shall not be supplied with or permitted to consume alcohol anywhere in the Hall.

35.4 No person may at any time receive at the expense of the Club or of any Member or Associated Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club.

35.5 No person may directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or Associated Members or their guests or others so entitled, apart from any benefit accruing to the Club as a whole and also apart from any benefit derived indirectly by reason of the supply giving rise to or contributing to a general gain from the carrying on of the Club.

36 **Trustees**

36.1 For the purpose of these Rules the expression "Trustee" shall mean any person who is designated as a Trustee pursuant to a Trust Deed (**the Trust Deed**) dated [****] between (1) the Club, (2) [***] and any person who has been appointed as a Trustee pursuant to the Trust Deed or any document varying or amending the same.

36.2 The appointment and removal of Trustees shall be governed by the Trust Deed and neither the Members nor the Executive Committee shall be empowered to appoint or remove any Trustee unless empowered so to do by the Trust Deed.

37 **Powers of Trustees**

37.1 The powers of the Trustees shall be governed by the Trust Deed and, where applicable, these Rules and in the case of any conflict between the Trust Deed and these Rules, the provisions of the Trust Deed shall prevail.

37.2 The Club's Assets including the Hall shall be vested in the Trustees from time to time who shall hold such property vested in them to be dealt with by them as the Club shall in general meeting from time to time direct by resolution (of which an entry in the minute book shall be conclusive evidence).

37.3 The Trustees shall be indemnified against risk and expense out of the Club's property. The Trustees shall hold office until death or resignation or until removed from office in accordance with the provisions of the Trust Deed.

38 Indemnity to Trustees and members of the Board

Every Trustee and member of the Executive Committee shall be entitled to be and shall be indemnified out of the funds of the Club against all liability properly incurred on behalf of the Club and, if practical, insurance should be taken out against such liability.

39 No right to inspect accounts and other records

Except as provided by law or authorised by the Executive Committee or by resolution of the Club in general meeting, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a Member or Associate Member.

40 Indemnity

40.1 Subject to Rule 40.2 without prejudice to any indemnity to which a relevant Committee Member is otherwise entitled:

- (a) each Committee Member shall be indemnified out of the Club's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties, or in relation to them, including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a Committee Member, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Club's affairs; and
- (b) the Club may provide any relevant Committee Member with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Rule 40.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

40.2 Rule 40 does not authorise any indemnity which would be prohibited or rendered void by any provision of law or any statute.

41 Insurance

41.1 The Executive Committee may decide to purchase and maintain insurance, at the expense of the Club, for the benefit of any relevant Committee Member in respect of any relevant loss.

41.2 In Rule 41.1:

- (a) a "relevant Committee Member" means any Committee Member or former Committee Member of the Club,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant Committee Member in connection with the proper discharge of that relevant Committee Member's duties or powers in relation to the Club.

42 Sale of Hall

42.1 The Hall shall not be sold without a resolution of the Club approving the sale. Such resolution approving the sale must receive the consent of not less than four-fifths of the Members present and entitled to vote at the general meeting at which the resolution is proposed.

42.2 If the Hall is sold in circumstances where it is not part of the dissolution of the Club then the net proceeds of sale after costs and any taxation shall be applied [**Drafting Note:** there should be put in here what those adopting this Constitution want to happen to the net proceeds on the Sale of the Hall. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [**] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [**]*].

43 **Dissolution**

43.1 A resolution to dissolve the Club must receive the consent of not less than four-fifths of the Members present and entitled to vote at a General Meeting.

43.2 On a dissolution of the Club, any assets remaining after the payment of its liability shall be applied [**Drafting Note:** there should be put in here what those adopting this Constitution want to happen to the net assets on the dissolution of the Club. Such provisions could be for instance (i) to the purchase or renovation of alternative premises to the Hall within a [*] mile radius of the Hall to be used as a masonic hall; or (ii) failing that shall be donated to the [*insert here the name of the relevant Provincial Masonic Charity*]; or (iii) [*the Masonic Province of [**] For use for the upkeep and establishment of Masonic Halls in the Masonic Province of [**]*].

44 **Provision for employees on cessation of business**

The Executive Committee may decide to make provision for the benefit of persons employed or formerly employed by the Club in connection with the dissolution of the Club.

45 **Alteration of Rules**

45.1 Subject to Rule 45.2 these Rules cannot be altered except with the consent of not less than two-thirds of the Members present and entitled to vote at a General Meeting.

45.2 Rules 36 to 38 (inclusive) and all the sub-Rules thereof cannot be altered, except with the consent of not less than two-thirds of the Members present and entitled to vote at a general meeting together with the consent in writing of not less than four-fifths of the Trustees.

Appendix 4

Case Study – Outsourcing Catering Services at a Masonic Centre



1. The centre is located in a town with a population of 60,700 and is wholly owned by the local Masonic Association. It provides meeting facilities for 10 Craft Lodges, 3 Royal Arch Chapters, 1 Mark Lodge, 1 Royal Ark Mariner Lodge, 1 Rose Croix Chapter and 1 Preceptory.
2. The centre has one Lodge room with separate practice rooms, a lounge bar and dining room in a town centre location with adjacent local authority owned car parking facilities and is licensed to have a maximum of 100 people on the premises at any one time.
3. The current Craft membership is 333, compared with 349 in 2009/10 prior to outsourcing. The Masonic Association charges Lodges, Chapters and other Orders on a per capita per meeting basis for the use of the centre.
4. Prior to outsourcing, catering at the centre had been provided by a number of contracted suppliers over the years, ranging from a large commercial catering company to catering students from the local College. All of these suppliers were solely concerned with the provision of meals for Masonic meetings and events based at the centre.
5. All other activities, such as bar staffing and cleaning, were provided either by volunteers or paid employees of the Masonic Association.
6. In 2009/10 a new Licensing Act came into force which allowed the Masonic Association to vary the terms of its premises licence, so opening up increased opportunities for private lettings for functions with no Masonic connection.
7. The caterer at that time was keen to work with the Association in maximising the use of the facilities through the development of a website and successful joint marketing of the centre.
8. Ownership of the centre and its maintenance, and overall control of activities within the building, remain with the Masonic Association.
9. The caterer is now contracted to provide catering, bar and cleaning services for both Masonic occasions and outside functions. Profits from catering Masonic and non-Masonic functions are retained by the caterer, with the Masonic Association taking overall bar profits and per capita charges from Lodges, Chapters and other Orders which meet in the centre.
10. The centre is now licensed for weddings, enabling the ceremony and subsequent celebrations to be conducted in the same venue for the convenience of guests.
11. This outsourcing arrangement has proved advantageous to both the caterer and the Masonic Association and relies heavily on a high level of trust between both parties for their mutual benefit.
12. The catering supplier has a contract with break points every two years, at which time issues such as meal costs for Masonic meetings are reconsidered. The contract has a clause allowing the caterer to request cost reviews in the event of inflation eroding profitability between biennial reviews. The contract also requires 3 months' notice by either party for termination.
13. Masonic users of the centre are required to book events through a formal booking process. However, if the centre has already been booked for an outside function, particularly at weekends, that event takes priority. The onus is on Lodges etc. to develop social programmes in good time to book them in to the centre. This approach has not caused any major problems and is now well established and understood.
14. This outsourcing model has worked extremely well, with the Association being financially secure and well placed to deal with major unforeseen costs such as re-roofing and replacing the boiler system in the past two years.
15. The Masonic Association estimates that the profitability of the centre has increased by some 60% since the introduction of the outsourced catering arrangements.

16. This very successful outsourcing model is currently being implemented at a smaller neighbouring Hall with 4 Craft Lodges, 3 Royal Arch Chapters, 1 Mark Lodge and 1 Preceptory. Rental income at this Hall is also calculated on a per capita per meeting basis.

Appendix 5 Financial Management



- In order to address current problems, potential future problems and the financial consequences of any changes in business model, it is essential that accurate financial records are maintained.
- It is unnecessary to be too prescriptive about the actual form of records that are to be maintained which will to some extent be dictated by the personal preferences and resources of the management as well as the activities within the centre but in any event those records must be sufficient to provide details of income and expenditure for any given period and assets and liabilities at any given date.
- If the centre is operated through a limited company (the preferred structure in the majority of centres) there is a statutory obligation to maintain such records as well as a commercial need. Although because of their size a large number of the companies running centres would enjoy exemption from the obligation for these to be audited although this might be a requirement of the management and membership of the company.
- In addition to maintaining an historic record of transactions a detailed twelve month forecast of profitability and cash flow should be prepared as well as a broader, less detailed business plan looking some years ahead.
- The business plans should be continually updated to reflect more recent experience and changes in assumptions.
- In particular forecasts and business plans should be amended to incorporate any proposed changes in the business model to identify the financial consequences of these.
- The management should prepare and review interim management accounts (possibly quarterly) and compare these to the forecast for the same period identifying the causes of variances.
- The annual report and financial statement should either be audited by professionally qualified auditors or independently reviewed by a qualified accountant.
This will provide assurance for the membership and protection for the management.
- Accurate accounting records and robust financial management are essential to identify current problems or challenges that have to be faced in the future and also assist in identifying and quantifying the effects of any proposed solutions for those problems.
- Appropriate systems of internal control should be adopted to safeguard the assets of the Company/Hall. In particular the principle, that should be followed, is that of requiring two signatories to authorise banking (bank mandates should specify two signatories on cheques) and similar financial transactions. If it is wished to enable the Company to make use of electronic banking, a resolution must be passed by the Board authorising the Treasurer to make electronic payments from the Company's account. Only the Treasurer may be so authorised.

Appendix 6

Case Study - Establishing a Provincial Building Fund



1. Introduction

In 1996 a Northern Province established a company registered as a company limited by guarantee at Companies House. A company structure is not a pre-requisite and there are undoubtedly other models that would be equally suitable models. It does have the advantage of removing the loan function from the Province and placing it at arms length where decision making can be seen to be strategically based and set against pre-determined lending criteria. There are however recurring on-costs in maintaining a company structure in terms of professional audit that need to be recognised.

The initiative was first prompted by concern that Masonic Centres within other Provinces had been forced to close because they were unable to meet the cost of unexpected [emergency] financial commitments, and the centre management committees did not have the collateral to secure a loan at commercial rates, or indeed the financial base to subsequently service such a loan in a way that would satisfy commercial lenders.

2. Setting up the fund

Initial capital was needed to set up the company and this came from a mini-Festival held within the Province. A capital fund was therefore established, and those funds not being used in the form of loans at any given time were invested, and, together with interest generated from loans, these investments have ensured that the value of the company's capital has been increased and preserved over time.

3. Structure

The Board of the Company consists of the PGM, DPGM, APGMs, the three Provincial Grand Principals in the Royal Arch, and the Provincial Grand Treasurer. Directors hold office 'ex officio' and are deemed disqualified when they cease to hold any of the above offices. The only permanent officer is the Company Secretary, traditionally from the craft, but not required by the Company's Articles to be so, the office is however unpaid.

4. Purpose and provision

The sole purpose of the Company is to lend money to Masonic Centres to meet unexpected or emergency financial expenditure required to keep a centre open and functioning. In recent years the scope has been extended to financing projects designed to encourage survival strategies anchored in generating income from more diverse use of facilities within centres by the local community or for private functions, thereby supporting/subsidising their masonic uses. Such works often necessitate the provision of stair-lifts or elevators and the updating or extension of kitchen and dining facilities to make facilities more attractive to non-masonic users.

The Company has also recently introduced a one-off non-repayable pathfinder grant of up to £5,000 to help centres that are in difficulty, the aim being to enable them to bring in specialist/professional/consultancy support to help determine their financial baseline and then to advise and assist in the development of survival strategies. To the extent that those survival strategies might involve physical works the company may have a role in providing financial support by way of a loan.

5. How it works

Loans are made subject to the following conditions, any of which may be waived if in the opinion of the Company Chairman and Company Secretary it is deemed appropriate:

- a) Preparation of a Business Plan showing how the loan is to be repaid.

- b) Provision of
- Details of existing loans and charges
 - Copies of the last two years audited financial statements
 - Specification of the work to be undertaken (and why it is necessary), with three quotations
 - Two professional valuations of the assets available for security
- c) The minimum loan is £5,000 and the maximum loan is £50,000: subject to this not exceeding 80% of the project cost or 20% of the Company's available funds.
- d) Interest is fixed at 3% below current Bank Rate, subject to a minimum interest rate of 2.5%.
- e) The maximum term of loan is 10 years: early repayment of capital is penalty-free.
- f) Loans are protected by a Legal Charge, the cost of which is borne by the borrower.
- g) Repayment of interest and equal instalments of capital are payable twice each year : the first instalment of repayment of capital being due within 12 months of the date of the loan and the first payment of interest being due within 6 months of the loan.
- h) Satisfactory insurance must be in force.



UNITED GRAND LODGE
OF ENGLAND

**Central Procurement
at Local & National Levels
for
Masonic Centres**

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Overview



The Way Forward



Financial Management



Suppliers of Products & Services



Appendix 1 - BIFM Good Practice Guides



OVERVIEW



It is apparent that procurement needs vary depending on the size of the operation. Sampling has indicated, as expected, that the larger centres have differing needs to the smaller ones. The larger centres are interested in facilities management/contracts and franchising/lease arrangements. All centres expressed an interest in arrangements for energy supplies.

One of the problems with central procurement would be quantifying the needs/usage. This could be a time consuming and costly exercise and may negate any savings benefit. We therefore consider there is not any merit in pursuing this option. However, the option of discount arrangements with major suppliers for non-perishable catering products, including drinks (alcoholic and other) together with cleaning materials/disposables, may have benefits.

However, whatever procurement arrangements are in place an essential element is effective cost management.

THE WAY FORWARD



1. Masonic Centres should be advised of the need for critical and effective cost management. They should continually review the cost effectiveness of their operation, including purchasing arrangements. Annual cost evaluations should be part of the culture. The attached document sets out a process for this element.
2. Masonic Centres should be made aware of companies who would be prepared to advise them on certain aspects of procurement, such as energy supplies. Whilst we have not explored discount arrangements with major catering industry suppliers, the attached schedule gives an indication of the major suppliers of products and services.
3. There seems to be a lack of knowledge about the insurance schemes designed particularly for Masonic Centres and available from the likes of [Masonic Mutual Limited](#) and [Ingram Hawkins & Nock \(IHN\)](#). These should be promoted, although it is acknowledged that there may be local arrangements which may be more advantageous and cost effective.
4. Spreading of information between Masonic Centres should be encouraged particularly to facilitate sharing of best practice.
5. A resource centre of examples of good practice should be created for Masonic Centres wishing to develop new working arrangements, or examine viable commercial operating models. We are aware that a number of [guides to good practice](#), particularly in respect of facilities management and catering contracts already exist. These are available from the [British Institute of Facilities Management](#)
6. The use of technology as a resource centre for information share and exchange should be explored. This would help in achieving the aims of 4 and 5 above and could be included with any other developments within the Masonic Centres project.





Utilities			
PH Energy Services	www.phbusinessservices.co.uk	01628 531435	Energy audit and procurement
Energy Services	www.energy-services.co.uk	01924 267406	Energy audit and procurement
Ameresco	www.ameresco.com	02035 428300	Energy audit and procurement
Optimum Energy Services	www.optimumenergyservices.co.uk	08442 250909	Energy audit and procurement
Facilities Management			
British Institute of Facilities Management	www.bifm.org.uk		Professional body for FM - covers all aspects and has directory of providers
Insurance			
The Masonic Mutual	www.themasonicmutual.com	0203 327 3356	Specialise in Masonic buildings and contents cover, also liability cover
Ingram Hawkins and Knock Ltd	www.ihnsure.co.uk	01384 375555	Specialise in Masonic buildings and contents cover, also liability cover
Catering			
Unilever Food Solutions	www.unileverfoodsolutions.co.uk	0800 783 3728	Food Supplier - nationwide. Online ordering with loyalty scheme
Bidvest Food Services	www.bidvest.co.uk		Food and sundries supplier - nationwide. Online ordering and local depots. Retrospective discount arrangement
Total Food Services	www.totalfoodservice.co.uk		Food and sundries supplier - North of England. Online ordering – loyalty scheme
MKG Foods	www.mkgfoods.co.uk	0845 410 750	Food and sundries supplier - Midlands. Online ordering - loyalty scheme
Brakes Food Wholesalers	www.brake.co.uk	0844 800 4900	Food and alcoholic beverage supplier - nationwide. Online ordering - Nectar Business Scheme
Commercial Waste			
Local Authority	Most local authorities provide a commercial waste disposal service		
Veolia	www.veolia.co.uk	Comprehensive range of waste management services	

Appendix 1

British Institute of Facilities Management Good Practice Guides



Benchmarking

Building Controls and Building Energy Management

Systems Energy Audits

FM Procurement

Inclusive Access, Disability and the Equality Act

Managing Fire Safety

Procuring and Running Catering Contracts

Procuring and Running Cleaning Contracts

Recycling and Waste Management

Risk Management

Security Management

Selecting FM Software

Vacant Property Management

Winter Maintenance



UNITED GRAND LODGE
OF ENGLAND

Guidance Notes for Increasing Revenue Streams

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Potential Revenue Streams



1. Internal Members
2. External Opportunities

Increasing Income





1. Internal - Members

- They are already committed to the success of our organisation so the first consideration needs to be how best to enhance their experience of Freemasonry, and in so doing increase our income by providing additional opportunities for them to enjoy both for themselves and, if possible, to include their families and friends.
- Such opportunities include celebrating national events such as Mothers' Day, Burns Night, Christmas, New Year and Sunday lunches.
- Fellowship meetings. Form your own social group that can add events throughout the year which can include wives and families.
- White table (and blue table) events are particularly successful.
- Consider share issues as a revenue generation proposition.

2. External Opportunities

- Be competitive - identify local markets and competitors.
- Use dining facilities to offer the public Fine Dining, Weekday & Sunday Lunches.
- Weddings and family celebrations/parties - consider obtaining a ["Wedding licence"](#) from your local County Council to conduct ceremonies on your premises. Licences typically cost around £700 for up to a four-year period.
- Funerals and memorials.
- Conferencing/Meetings – will need investment in equipment e.g. screens, projectors and flip charts.
- Local authority events - approach County Councils, hospitals, local Government organisations and offer a competitive "daily delegate rate" including refreshments and lunch.
- Undertakers/churches/football and sports clubs - negotiate competitive packages.
- Keep fit and dance classes.
- [Rotary/ Round Table/Women's Institute/Probus](#) and [Sorooptimist](#) organisations (charge capitation fees for regular meetings instead of room hire) similar to Masonic membership capitation models.
- Rent out centre facilities rooms / adjoining land e.g. car parking - apply competitive rates on market days and football match days (where applicable). 10 spaces rent £3,000 pa & whole car park rent £24,000 pa
- Dance groups/band rehearsals - room hire.
- Consider marketing the centre with a non-Masonic 'brand' e.g. [the Pelham Suite](#), the Square.
- Develop strong relationships with other Masonic orders (including the [OWF](#) and [HFAF](#)) where appropriate.

- Housing of telecommunications aerials, relay stations on Masonic Centre roofs typically £5,000 to £10,000 pa.
- Fashion shows and Charity events.
- Day care centres and children's playgroups/ crèches.
- Mental health groups and community carers.
- If the centre has a quality organ, consider engaging with local music study groups.
- [Polling stations](#).
- [Blood Banks](#) - typically £800 per session.
- Slimmers' groups.

Increasing Income



Should be considered in line with [cost saving opportunities](#).

- Bar Profits - charge realistic prices. Typically profit should be c. 59%.
- Payments from drinks suppliers, and breweries for improvements or fixtures and fittings.
- Issue new shares for Masonic Companies.
- Paid for links on Masonic Centre websites.
- Seek professional advice when negotiating/granting wayleaves/easements. Example utility company offered payment of a few hundred pounds but eventually paid several thousands.

Success stories



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Relocation



Kidderminster Masonic Rooms

Relocation & New Build



Sheaf Close, Northampton

Refurbishment



Harrogate Masonic Centre

Pelham Suite, Grimsby



Kidderminster Masonic Rooms

The decision was taken to relocate from The Briars in 2008, spending 3 years at The Ramada in Bewdley. Prior to this, the new Chairman in the 1990's had put a precept charge of £1 per member per meeting for all Masons meeting at The Briars. By 2010 this had built into a fund of nearly £30,000.

The Briars was let and nearly everything was put into storage except those few pieces needed at The Ramada. The job of the Chairman then focused on finding a permanent home. He tried The Granary, Stone Manor, looked at some deserted pubs and even had good talks with the Chairman of Kidderminster Harriers about a room under the stands – all to no avail. He then noticed an advertisement on the wall outside the Kidderminster Cricket Club about a room for hire. Talks were opened with the Cricket Club President (really Chief Executive etc). These went well – the fit was perfect – cricket in the summer, Masonry in the winter – a bar, a kitchen etc.

The plan was to tear down the old pavilion and build a 'temple'. The CC President put in for planning permission for a Masonic Temple. This was initially turned and a planning application was made for a community room. Meanwhile, the old pavilion burnt down and planning permission was received, without restriction. The challenge was now to secure the funds for the building work.

In May 2009 the Chairman wrote to all Lodges asking them to put all their funds into the building fund and to use all raffles, collections etc for that purpose – pointing out that we were in Festival and that it should not impact negatively on that. The response was good and sufficient funds were raised, which along with the precept monies enabled them to buy materials, pay builders etc. – amounting to nearly £60,000.

The next job(s) were a lease and charitable status. Both took a very long time. The lease had to satisfy the club, the MCC, Worcestershire CC, Carlsberg and the FA Youth people as well as masonry. The lease provides that Masons all become members of the Cricket Club and the fee is included in subscriptions as part of the rent charged to each unit. The KMTA committee (i.e. Kidderminster Masonic Temple Association) pays that to the club; the lease also provides that in the event of the Masons not liking the caterer they have complete access to the kitchen and that, in the unlikely event of the club going under, the Masonic Rooms remain under Masonic control as a freehold. On the Masonic side they built the rooms and then gave them back to the club – thus the lease. They were very clever in getting a peppercorn rent for 100 years with an automatic renewal for 100.

The Charity status also took time.

They had their own builders who had to be stopped from starting building work until the lease had been signed. Work started in September 2013 and, with unusually good weather, the rooms were completed by February 2014. Outside plastering was paid for, inside they only had to pay for materials. The electricity and electrical work involved paying for materials only, flooring and carpet – both were gifts, woodworking repairs and re-jigging all done by Martin Lawrence, leatherwork and seating – material costs only – with the whole project coming in at £125,000.

By this time the cricket club had closed their billiard room, which was rarely used, and extended

the dining room, enabling them to seat about 100. They were thus able to open in early 2014 with a good attendance.

In summary:

- Start the fund-raising as early as possible.
- Find a suitable partner.
- Planning permission is a minefield. What they didn't do was to find out beforehand what sort of views the local planners had and so they had to put in two applications and be creative with the second one. Though there have been civic society meetings in the temple, U3A, and other groups, and they have opened every Heritage Week and on special days at the club, if asked, they are a 'community facility'. It is important to be cautious in defining the use of the building.
- With the lease it is essential that the Masonic side of it is in the name of the Management Committee and not a single Lodge.
- Budget – it is surprising how much money Lodges have tucked away in little funds – persuade them to open their coffers. This becomes much easier when they see plans etc.
- Charitable status is important for collecting money – but remember it does not convey any privileges when it comes to paying VAT.
- Use the skills and abilities of the members – there must be experienced artisans, workers in every Lodge – ask for help.
- If you can, get help from the Province. Money was borrowed so that we could finish the job – had a good rate and were able to pay it back quickly.
- Pray for good luck and good weather.



Sheaf Close, Northampton

Introduction

The Masonic Centre in St George's Avenue, Northampton was a concrete monolithic monstrosity built for Masonry back in the 1960s and 70s. In the early 2000's the roof leaked, and it was grossly inefficient in terms of heating and energy. It was a money pit, losing members and facing bankruptcy due to costs being out of control.

The next decade did nothing for the building:

- Its roof was a sieve, its kitchen was condemned, and its concrete was diagnosed with catastrophic metal rot also known as 'Concrete Cancer'.
- The rents were escalating and the Management Committee of retired Brethren who had some time on their hands did not know how to stop the downward spiral.
- Brethren all around were concerned, leaving Masonry and very frustrated.
- In 2008/9 the recession was really biting with cash and time to put into Freemasonry putting all working Masons under severe pressure.
- The Masonic Centre in Northampton needed more and more cash just to stand still. It was an untenable situation and something had to be done.

First steps

- A new 'operative' Provincial Grand Superintendent of Works had been appointed, Barry Howard, who was a builder.
- A topographical survey of the St George's Avenue building was completed and found that of the 30,000 sq ft they had we actually only used a maximum of 13,000 sq ft at full capacity 3 or 4 times per year.
- Being next door to the Northampton University Campus they were well placed to sell the existing building should they relocate.

Goals

- Sell St George's Avenue
- Find a new home
- Stabilise and flat line Lodge rents for a minimum of 5 years
- Become debt-free
- Secure a brand new building fit for 25+ years

Next steps

- Assemble a small project team of members:
 - an Architect
 - a Surveyor
 - a Quantity Surveyor
 - a Property Solicitor
 - a Chartered Accountant
- Concerns that St George's Avenue had been built on an old landfill so they needed to ensure they had an asset that was saleable and "legally" ready to sell.
- There was confusion about shareholders, leases etc. which had emanated over many years.
- Time was taken getting the buildings Legal Title into shape and ready to sell. They needed an asset which would be mortgageable.

- An offer of £1.2m was received from the neighbouring Private School.
- A few target properties were identified but as there was no substantial capital available they had to try to sell St George's and buy a new property back to back at the same time. Access to a financial pot would have given a lot more options.
- A disused Northamptonshire CC Adult Education Learning Centre, Sheaf Close, was identified. It was 15,000 sq ft. – a perfect size. It was, however, on an industrial estate on the edge of town and it was damn ugly. Not an easy sell.
- When they started to lay out the optimum requirements for space needed, a plan was delineated. The building was going to provide three Lodge rooms, two dining rooms, Provincial offices, a bar, and kitchens. Everything they needed.
- Sheaf Close was purchased for £750,000.

Works

- A contractor was appointed to do the large parts of construction and started in September 2012, stripping the building back to the original steel frame. The existing roof coverings and insulation were retained so work could continue through the winter.
- Large rooms were designed with folding acoustic walls to keep the average private Lodge of 40 happy and open up for a PGL meeting of 400.
- Modern air conditioning and smart technology was specified throughout.
- A bright and bold highly insulative cladding was used for the building - warm and economical to heat. The design team delivered a quick and flexible solution - a modern membrane super insulated roof with a 15 year guarantee.
- Many of the Masonic ornaments, movable and some immovable were transferred, including an original stained glass window from the hall before St George's Avenue.
- With a small kitchen, professional outside caterers, an old industrial building on the outskirts of town the team delivered on all fronts – they delivered a fit for purpose, well designed home.
- When Sheaf Close was purchased it included a one acre area of grass to the side of the existing building. It would be possible to deliver on all of my promises made to the PGM with this piece of Land.
- Architects plans were produced for the Land adjoining the Masonic Centre. It was subject to a planning application for an 80 bed high care home.
- The sale of this Land in 2016 raised circa £500,000.

Result

- Out of the old centre - sold.
- Into the new centre - built.
- Debt free.
- Managed and fixed Lodge rents.
- No wasted space.
- Happy, well-fed Masons.
- Attendances are at a record high of 11,000+ per annum and are growing.
- Plenty of parking.



Harrogate Masonic Centre

Background

- The Harrogate Masonic Centre was purpose built in 1935. The main accommodation is two temples, dining hall, bar, kitchen/serveries and a residential flat. The comfortable capacity of the main temple and dining hall is around 110.
- A company (Harrogate Masonic Trust Ltd - HMT), limited by guarantee, was formed to build, own and operate the centre. Each Craft Lodge meeting in the centre has the right to appoint three Directors to the Board of that company.
- The Board normally meets monthly, with day to day matters dealt with by the Chairman, Secretary, Treasurer and two or three of the Directors, (wherever possible using the professional and technical skills of the Board Members).
- The residential flat was occupied by a Manager/Caretaker with his wife who provided catering for Masonic Festive Boards and “external” functions - they were also responsible for external lettings of the centre.
- Various refurbishment/renewal works had been done at the centre (within the constraints of its income), but in the early 2000’s it was recognised that significant improvement works were required, particularly to provide disabled access, which could not be funded out of current income.
- Works totalling over £110k were carried out in 2004/2005, funded partly by a bank overdraft which had reached £57k at the end of 2005. It was planned to increase ongoing income by increasing charges to Masonic users and greater external income.

Post 2005

A new appointment was made to the Board in early 2006 and took the office of Treasurer, working with the Chairman and a small group of other Directors. During 2006 it became clear that repaying the overdraft, while continuing to keep the centre in an “acceptable” condition would not be possible under the current arrangements. Key Issues were:

- While the works carried out were a significant improvement, much else needed to be done. The list seemed endless, windows required redecoration or replacement, roof repairs were needed, the residential flat was in an exceptionally poor condition, the kitchen/serveries required upgrading, the main temple required complete refurbishment etc. etc. Several of these impacted on the ability to generate external income.
- The increase in external income was constrained by the arrangement with the Manager/Caretaker and his wife.
- Only two thirds of the planned increase charges to Masonic users had been achieved. With the increase in precept per Lodge member being offset by falling numbers. One other Masonic Order had left for another Masonic centre.

Action taken

- Future plans to upgrade the centre to and keep it in a good state of repair were explored at length in the latter part of 2006 and during 2007.
- Possible arrangements were evaluated in detail and discussions were held with other centres on their organisation and management.
- Eventually it was decided to change the management arrangements to maximise external income.

- An agreement was entered into with an established caterer, that he would manage the centre paying a “rent” to HMT, pay all the routine operating costs of the centre, but in return would receive all net income from external lettings/functions, masonic catering and the bar.
- In addition the residential flat was refurbished and rented out. The net result of these actions was that all the normal running costs of the centre were covered by the caterer and HMT had £40k to £50k pa to spend on major refurbishment and improvements and repay the overdraft.

Results

- The arrangements came into effect in early 2008 and after some initial teething issues have been successful.
- During the 6 years 2008 to 2014 over £150k has been spent on refurbishment/improvements
- The overdraft turned into a positive bank balance of £49k.
- Charges to Masonic users have been reduced to well below the levels charged in 2003.
- The precept per member charged to Lodges reduced by 36% (£45), which has more than offset increases in Grand Lodge and Provincial Grand Lodge Fees and enabled Lodges to maintain and in cases reduce subscriptions.

Learning points

- Charges to Masonic users and hence subscriptions are price sensitive i.e. the higher the subscription the fewer the members and the converse.
- Masons in general are not interested in centres, as long as they are there. The standard of catering (and to a lesser extent price) and bar prices were sensitive issues.
- The centre had to be managed as a “business”, serving its Masonic users, recognising that the centre’s viability was dependent on its external income.
- Compliance with statutory regulations, including fire, food hygiene, and licensing, should not be overlooked.
- Any change will meet resistance.

Success stories - Refurbishment



Pelham Suite, Grimsby

Background

The Grimsby Masonic Centre may be regarded as the 'jewel in the crown' of Lincolnshire Masonry. It was purpose built to replace the old Hall in central Grimsby and to be the centre for Lincolnshire Masonry. It has a magnificent temple which is used for most of the major Masonic events throughout the year. Eight lodges and eleven side degrees meet there. Nearby (4 miles) Cleethorpes Masonic Centre has a further seven lodges and several side degrees.

Grimsby is the only Masonic centre in Lincolnshire which has a complement of full time staff. They employ a Manager, a Deputy Manager and a chef. All other job roles are filled by part-time staff. It was always intended that the commercial arm of the centre should generate revenue to support the Masonic functions taking place there. This role has greatly increased as the numbers of Masons have declined and the costs involved with the centre have increased significantly. Our business arm is called the Pelham Suite.

Management structure

- Until recently, this was by a Board of Directors made up of 2 members from every Craft lodge which met at the centre – a total then of 14 members. Problems arose as the income stream was losing money rather than providing necessary funds to run the centre.
- A number of Masons then set about moving the Board towards a more efficient structure and in 2014 the members voted a major change in the Management structure.
- They now have a chairman, a Finance Director, an IT Director, a Financial Accountant, a Catering and Supplies Director and a Marketing Director.
- It should be noted that all those now involved in the running of the business are high level business managers with years of experience.
- It should also be noted that they do this work for free and that with one exception they are all over 65.
- Lodges nominate up to two members to be part of the Lodge representative committee whose role is to work with lodge committees and members to provide support for the work being done by the Board.

Implementation of change – IT

- The main change was the implementation of IT systems to control and monitor all areas of the business. It has taken a year but they can now interrogate all the financial records and have access to a range of reports. This has meant all Board meetings now have up to the minute figures with problem areas immediately highlighted.
- They also have a real web presence www.pelhamsuite.co.uk which is constantly updated and is the main marketing area of the Hall.

Refurbishment work

- Since the formation of this Board the financial situation of the centre has moved into a very positive position. They have also managed to start a major programme of refurbishment and decoration including kitchen upgrades, boiler replacement, creation of a large outside garden

area and redecoration. There is still much to do but it is hoped to be completed in the next two years.

- The Board is working hard to get the members to accept the centre is theirs and that they need to be part of this rejuvenation process, but the progress here is very slow. A small number of committed members have helped tremendously but the majority still see the centre as a place to visit once a month.

Chairman of the Board – a catalyst for change

- He became involved at the centre by turning up at a meeting and asking questions. He was then invited to join the Board and took the responsibility of working with the staff at the centre. They had, and still have, excellent work relations and have had a massive learning curve which is now reaping huge benefits. Gradually others joined the cause and they now have a full Board of Directors.
- The history and knowledge of the Masonic structure in Grimsby and Cleethorpes lead to the decision that they must change the historic basis which states that Masonry is a male oriented activity.
- The requirement was for a centre that was the hub of family activity involving everyone in the community but particularly the wives and families of the brethren. The belief was that only when everyone, male and female, young and old appreciate who we are and what we do will the craft start to grow again.
- The centre is ready and waiting for the change which must be driven and supported from the top - not by rhetoric by real support and guidance.

What is on offer?

- The Pelham Suite is located in Central Grimsby and minutes from the motorway network, within easy reach of hotels plus railway and bus stations situated in the town centre.
- It is only hired on an exclusive basis guaranteeing that an event is unique and personal.
- There is free private car parking, with adequate spaces for over 60 vehicles. To the sides of the buildings there are lawned garden areas ideal for photographs.
- The entrance hall opens into a bar area, which houses a fully stocked bar, including premium lagers and bitters, along with a selection of handpicked wines. A wide range of soft drinks is also available.
- The light and airy Dining Room lends itself to many different functions, from wedding receptions to concerts, christenings to conferences, from proms to parties of every kind; the Pelham Suite caters for a very wide range of events.
- They can comfortably seat 120 for a wedding breakfast, and around 180 for a less formal buffet style event.
- They can provide decorative layouts to suit all occasions and work in partnership with other event companies so that they can arrange all event requirements. Need a disco? Want a magician? Set meal or buffet? Daytime or evening. They provide it all.
- The event management team assist you in organising all aspects of an event from menu planning to room décor.
- The unique civil ceremony room is available to hire for diverse events including civil weddings, civil funerals, concerts and presentations.

- They can comfortably seat 120 guests for events, and provide music, by form of a music system or one of two organs, an organist can be organised upon request. An audio loop system for people with hearing difficulties functions in the main ceremony room.
- A number of smaller private rooms, able to accommodate up to 12 people, is also available, and wi-fi is available.
- Room hire only is available, without food or drink.