

MISS LOUISA SMITH

Claimant

-v-

MOTORCYCLE ACTION GROUP (UK) LIMITED

Respondent

ET1 RIDER

CLAIMANT'S GROUNDS OF CLAIM

1. The Claimant was employed by the Motorcycle Action Group (UK) Ltd in the capacity of Deputy General Secretary. Her employment commenced on 4 January 2010 and she resigned on 23 May 2013 with notice of one month. Her employment ceased on 22 June 2013.
2. The Respondent is an organisation which represents motorcyclists across the UK and campaigns to protect and promote the interests and rights of all riders. At the time the Claimant worked for the Respondent, it employed 5 people at its Central Office. Every other person involved worked on a voluntary basis. The Respondent has seven Directors on the Board, all of whom are volunteers. The current Directors are Neil Liversidge, Pete Walker, Pete Davison, Selina Lavender, Pat Van Aalst, Steve Wykes and Tony Cox. It also has a National Committee which has an aim of steering policy and campaigns and it also has to approve Board financial decisions.

Constructive dismissal

3. On 21 March 2013, the Claimant attended a medical appointment to discuss her health and wellbeing. Having listened to the Claimant's explanation of events, her GP signed her off for 1 month with work related stress, anxiety and depression. The Claimant contends that her work related stress, anxiety and depression was caused by a number of events commencing in December 2011 for which members of the Board were responsible. The Claimant never returned to work after 21 March 2013 and remained on sick leave until her employment ended on 22 June 2013.

4. The Claimant had witnessed incidents of concern during her employment, mainly involving Mr Liversidge, little more than a year after she commenced employment but matters began affecting her shortly afterwards. Below is a brief summary of just some of the events which occurred over the year which lead to the Claimant raising her grievance, which in turn lead to her resignation:

- a. In December 2011, Mr Liversidge attended a Board meeting as he was looking to be co-opted onto the Board of MAG UK. The claimant understood that under the Chairmanship of Paul Turner, the Board had refused to co-opt Mr Liversidge and he left the meeting on bad terms. There were issues with Mr Liversidge's presentation of his manifesto and he threatened Mr Turner and the Board with legal action if he did not acknowledge that a manifesto had been received from him before the cut-off date. There was a real feeling of trepidation at this point regarding the election of Mr Liversidge onto the Board of Directors, because of this threat to sue the Board when he did not get what he wanted in addition to his previous behaviour towards employees.

The Claimant remembers talking about the situation with her Clinical Psychologist because it was causing her so much anxiety that she believed it was having a negative effect on her health. After 10 months' treatment for Breast Cancer, she felt physically and mentally exhausted and was finding it difficult to cope. The Clinical Psychologist wrote to the Claimant's GP who signed her off work on 23 March 2012 for a period of 2 weeks. The Claimant had also been prescribed anti-depressants for anxiety and was being supported by the Shakespeare Hospice. While the claimant was signed off work, she continued to receive full pay.

The situation leading up to Annual General Conference on 14 April 2012 proved very stressful for the Claimant with Mr Liversidge implying that employees had lost his manifesto on purpose and him making insinuations that Central Office was not fit for purpose. This combined with Mr Liversidge's continuing undermining of the Claimant's Line Manager, Mr Nicholas Brown, left the Claimant feeling very anxious and stressed about the future and what it might hold.

After Mr Liversidge was officially appointed to the Board he appeared to start a campaign against the Claimant's Line Manager, Mr Brown by sending email correspondence which was disrespectful to Mr Brown. The Claimant has always had an excellent working relationship with Mr Brown and she could see a decline in his health due to the stress with having to deal with the endless demands from Mr Liversidge. It constantly appeared that Mr Liversidge was trying to put Mr Brown into a position where he could slate him and discredit him to the other Board members and the National Committee. The Claimant was also aware at this time that Mr Liversidge was starting to involve her and her colleague, Mr James Tyson in belittling Mr Brown and questioning his ability to manage. The implication was that the Claimant and her colleague Mr Tyson were not working efficiently and were not necessarily the right people to be doing their jobs. This caused the Claimant a great deal of stress and anxiety as she had always worked really hard for the Respondent and had consistently been told that she was doing an excellent job.

- b. In November/December 2012, Mr Liversidge started to try and undermine the Claimant's role as Deputy to Mr Brown. He seemed to want the Claimant's responsibilities to be reduced and he felt the Claimant should have no input on the

National Committee list and in fact continued to send her email in which he made derogatory comments about her attitude to work throughout December 2012 and January 2013. The Claimant contends he never had anything good to say about her, despite the fact that he had never met nor spoken with her.

At this point the Claimant and her colleague, Mr Tyson, voiced their concerns with Mr Brown. Mr Brown acknowledged their thoughts and feelings regarding their unhappiness and anxiety and advised the Board of Directors in December 2012, that staff morale was very low. Ms Lavender was then appointed as the Director in charge of HR and she arranged to come into the office and sit down with everybody to see what could be done to improve the situation. When the claimant met with Ms Lavender she immediately told her that she felt bullied and undermined by what Mr Liversidge was doing. The Claimant also advised her that she felt let down by Mr Walker as he used to call her regularly for progress updates and he was now was telephoning her colleague Julie Sperling, the Accounts Administrator, when this was not part of her role. The Claimant asked Mrs Sperling to question Mr Walker on why he was talking to her rather than the Claimant and he jokingly said it was because she had not accepted his friend request on Facebook, though the Claimant never found out the real reason. The Claimant felt upset about the change in her working relationship with Mr Walker as it had previously been excellent and she had no idea why he had decided to stop talking to her. She also felt abandoned in that Mr Walker had stated that he would not let Mr Liversidge hurt the employees, but this was exactly what Mr Liversidge was being allowed to do. The Claimant contends that Mr Liversidge's behaviour was known to all and would question why Mr Walker would make such a comment if this was not the case.

In the meeting with Ms Lavender on 11 January 2013, the Claimant explained her concern regarding Mr Liversidge wanting her to be removed from the National Committee mailing list. Ms Lavender then made it clear in an email on 13 January 2013 to Mr Liversidge and the Board that as Mr Brown's deputy, the claimant did need access to the list. In emails after this date, Ms Lavender asked for the Claimant's opinion about certain matters, one of these being the bi-monthly production of 'The Road' magazine. The Claimant mentioned to Ms Lavender that interaction with the Editor, Ian Mutch, who is also President of the Respondent, would be frustrating as he treated a lot of correspondence regarding layout and the look of certain pages as a joke. This was a continuous concern and in the past the Respondent had lost possible larger scale corporate support because of the quality of the publication. The Claimant was honest with her feedback and in fact was asking for help on how to deal with this moving forward as she was really committed and wanted to be part of moving the organisation forward. The Claimant was also told that this discussion would be confidential as she was worried about repercussions for her honesty from Mr Liversidge and Mr Walker.

- c. It was also around this time that the Claimant was made aware that at the Board meeting which took place on 8th February 2013, employees had been spoken about. The Claimant and her colleague Mrs Sperling who had both been unwell for short periods of time and Mr Liversidge said, "Where do we get our staff from.... Sellafield?" This upset the claimant greatly, especially after battling cancer, though as he had not made this comment to her directly, she did not feel she could say anything about this.
- d. By the middle of February 2013, nothing had changed and the Claimant was continuing to feel undermined by Mr Liversidge. The Claimant was finding it increasingly difficult to understand how a professional business man could be acting

in the way he was towards her, when he had made no effort to get to know her and they had never met. The Claimant was also aware that Mr Liversidge's behaviour at the December 2012 National Committee meeting and correspondence he had sent afterwards was very derogatory towards employees and as such some members of the Respondent were starting to question his behaviour.

It was at this time that the Claimant went to the Macmillan Cancer Support. The Claimant spoke about how she had continued to work throughout her Cancer treatment but felt as though a member of the Board was trying to put pressure on her to leave the organisation or make her redundant. The claimant felt very let down after committing so much time to the organisation when she had been very ill. The Claimant had attempted to rectify this situation by speaking through her concerns with her Line Manager although she was aware he was also being targeted by Mr Liversidge. She also tried discussing with Ms Lavender, however this appeared to have come to nothing. The stress of this situation was making the Claimant feel physically exhausted and increasingly anxious. The Claimant was also very aware that stress had been proved a factor in Cancer diagnosis and after going through 18 months of invasive treatment she did not want to risk her improving health.

- e. At the beginning of March 2013, Mr Liversidge decided to set up a Press/PR committee which he then decided would not contain any employees. This made no sense to the Claimant as Mr Brown, General Secretary, and Mr Tyson, Campaigns Manager, were the employees that attended all the meetings on behalf of the Respondent and were employed because of their expertise in politics and legislation. The Claimant was very concerned that this was yet another move to undermine employees and make for a tougher working environment.
- f. In or around February/March 2013, there were discussions on the Board and National Committee lists about the provision of Membership information. Every month Central Office issued Membership details in the format of an excel spreadsheet to Regional Representatives. The information included names, full postal addresses, email addresses and the start and expiry dates of the Membership where available. Any Members who had chosen to keep their Membership as 'confidential' were not listed on these reports.

Mr Liversidge demanded that all telephone numbers provided by Members were shown on the reports. He also wanted all Members who had opted for their membership to be confidential, to also appear on the reports his argument being that "people should fully expect to be contacted by the organisation when becoming a member", however the Claimant deemed this to contradict data protection guidelines in that if a Member has opted for confidentiality this must be respected. The Claimant was asked her opinion as she had previously worked for a Data Services company and has senior Customer Service experience. The Claimant advised that if she were to be instructed to give out Members' telephone numbers, good practice would be to give the Members the option to opt out of having their telephone numbers available to local or Regional Officers, who are all volunteers. The Claimant also advised that if the Respondent was not going to allow any Members to have the option of 'confidentiality' on their membership, the Respondent had to get in touch with these Members and make sure they were happy to remain Members if they could not keep their Membership confidential. The Respondent also needed to remove the option to not be contacted from their online and paper Membership forms, as this option was currently available. This advice was given with experience and also after speaking with the ICO about best practice.

However, Mr Liversidge was unhappy with this and again demanded that all telephone numbers provided by Members were shown on the reports saying, "if we get a problem with the ICO, on my head be it". He also then went on to say, "Having said this I fully appreciate that anyone wanting to do me down can tip off the ICO to try and create a problem, but I don't anticipate it being one I can't handle". The Claimant believed this particular statement to be aimed at her and Mr Brown.

The Claimant felt that she was left with no choice but to direct the Membership Administrator, Mrs Ferrari, to issue the Membership records with telephone numbers as directed by Mr Liversidge, although she was deeply unhappy about doing this.

At this point because of the limitation of the Respondent's Membership database, the Claimant was unable to create an up to date report of Members that had opted for confidentiality. The Claimant contends that she and her Line Manager, Mr Brown, were instructed by Mr Liversidge to break data protection laws and not operate to best practice. The Claimant was exceptionally unhappy with this, as she deems herself to be an honest and professional individual and did not want to be breaking any laws or breaching good practice. The Respondent is in the process of having a new database installed and this database will allow this confidential report to be created; the Claimant has no doubt that when this information is freely available that the Respondent will breach Data Protection law and release this information despite Members specifically asking for their information to be kept confidential.

This again made the Claimant feel very unhappy and anxious as she had always loved her job and now felt threatened by Mr Liversidge's behaviour, especially as now she felt her integrity was also at stake.

- g. On 12 March 2013, an email was sent to Mr Brown from Mr Liversidge advising that he and Mr Walker were taking charge of all matters relating to HR at the Central Office. It also stated that he and Mr Walker would be attending the office on 18 March 2013 for meetings with all employees. The claimant was terrified at the prospect of meeting specifically with Mr Liversidge, especially after everything that had happened. The Claimant was also concerned that as Mr Walker had stopped any communication with her, that he also had issues with her.

Mr Brown was obviously very concerned and emailed Ms Lavender to ask for confirmation that Mr Liversidge was now dealing with all staffing issues, Ms Lavender confirmed this was the case. After telling Ms Lavender in January 2013 that she felt bullied and intimidated by Mr Liversidge and Mr Walker, it now appeared to the Claimant that the employees had been thrown to the lions. It made no sense that the two individuals who were causing all the HR issues and who had been complained about should then be in charge of HR issues. The Claimant suspected at this stage that Mr Liversidge and Mr Walker knew about the issues raised and that taking on the role of HR would enable them to try and deal with the issues, concerning them, 'quietly'.

On the same day Mr Liversidge sent an email to Mr Brown instructing him to remove the Claimant from the National Committee list with immediate effect despite Ms Lavender's findings on this issue just 2 months before. Mr Brown did as instructed but raised an objection in an email dated 13 March 2013.

The Claimant went to see her Clinical Psychologist on 14 March 2013 and spoke about her concerns. The Clinical Psychologist said that she felt it would be detrimental to the Claimant's health to attend any such meeting.

It was also on this day that the Claimant's Line Manager sent a letter to the National Chair, Denise Powell, regarding his concerns about Mr Liversidge and Mr Walker intimidating employees and asked the National Committee to act to protect the interests of the organisation and its employees. Ms Powell sent a copy of Mr Brown's correspondence to the National Committee, with her own take on what had been happening as she was concerned that the organisation was being put at risk by Mr Liversidge and his behaviour.

On 15 March 2013 the Claimant sent an email stating that she felt uncomfortable about attending the meeting on the 18 March 2013 with Mr Liversidge and Mr Walker. The Claimant asked if she could elect a third party to attend in her place and selected Ms Powell, who was National Chair. The Claimant stated that she had been advised by a member of her medical team that she should not take part in the meeting as she believed that the intimidation and stress the Claimant was currently experiencing was detrimental to her personal health.

It was while the Claimant was then logged on to Mr Brown's computer to pick up an email on the National Committee list, which she had to have access to as part of her role, that she saw an email that Mr Liversidge had sent to Mr Brown regarding his objection about the Claimant no longer being on the National Committee list. The Claimant contends that in this email Mr Liversidge made unfounded and untrue allegations about the Claimant's work history and her CV. This caused the Claimant to burst into tears and become very upset. This also then removed any goodwill or positive spin from the staff meetings due to take place on 18 March 2013.

Mr Liversidge then took the opportunity to send an email to the Board, National Committee and all employees where the Claimant contends he was obnoxious towards Ms Powell, making numerous accusations about her integrity. This came after Mr Liversidge had decided that Ms Powell should be stood down as a Director while having treatment for Oral Cancer, without involving her in the decision. The Claimant suspects Ms Powell was ousted as Director because she provided her with support and anyone who supported the Claimant and her colleagues would face the same plight. The Claimant contends that Mr Liversidge expects to have control over all matters and where he sees this may be a problem, he does whatever he has to, including bullying employees and volunteers, to maintain this control.

Mr Liversidge accused employees naming Mr Brown, Mr Tyson and the Claimant, of not co-operating with Ms Lavender regarding trying to sort out HR issues which is untrue. He even went so far as to say, "The behaviour of Mr Brown, Paddy and Louisa today has been unprofessional, disgraceful and so far as the citing of stress is concerned, downright dishonest." Mr Liversidge also stated that in consultation with ACAS that "they profess themselves appalled at the behaviour of our employees".

Further emails were sent which were copied in to employees, via the Board email list which included all Directors as recipients mainly from Mr Liversidge but also from Mr Walker and Mr Davison, all equally insulting and derogatory specifically towards the Claimant, Mr Brown and Mr Tyson.

The Claimant wrote a letter to the Directors of the Respondent on 15 March 2013 advising of her intention to raise a grievance against Mr Liversidge and Mr Walker. The Claimant did not take this decision lightly and at this point felt such devastation she wanted to walk out and never come back, but then she thought that was probably exactly what Mr Liversidge wanted her to do.

Mr Walker and Mr Liversidge arrived at the Respondent's offices on 18 March 2013 to convene a staff meeting with the employees despite three of the five employees having issued formal grievances against them for bullying and harassment. They called a staff meeting where Mr Liversidge, who refused to sit, explained that two of the Respondent's contractors were his friends and in essence more important to him than the employees he had duty of care over. All employees were admonished and then told they would be disciplined if they failed to attend individual meetings with the two Directors and a contractor, Ian Mutch, that morning. All employees were informed that if they were insubordinate during those individual meetings they would face a full disciplinary within the hour. The Claimant was left in tears, together with her two female colleagues; the Claimant has described this as "a most horrendous day".

In advance of attending her individual meeting with Mr Liversidge and Mr Walker, the Claimant had stated that she was not happy to talk about any part of her grievance concerning those two individuals, with them. This meeting consisted of Mr Liversidge speaking with the Claimant in very aggressive tones accusing her of insubordination and threatening her with on the spot dismissal for gross misconduct, with no grounds to do this. Despite the fact that unsubstantiated accusations were being made by Mr Liversidge, the Claimant was talked over by him whenever she tried to answer these accusations. The Claimant maintains that Mr Liversidge then told her that she must attend a disciplinary meeting which would be reconvened in an hour. The Claimant refused as she knew this was not legal and she had to repeatedly stand her ground regarding this matter to Mr Liversidge, which led to her having a panic attack and she had to leave the room. While recovering from the panic attack outside, Mr Liversidge said that he had taken advice and the Claimant must attend a disciplinary meeting in 48 hours at his place of work in Castleford.

Later on that day after Mr Liversidge, Mr Walker and Mr Mutch had left, the Claimant was called into a meeting by her Line Manager where she was advised that the Respondent wanted to change her job title from Deputy General Secretary to Senior Administrator. Mr Brown had been told by Mr Liversidge that this was to reduce stress within the Claimant's role. However, the Respondent was not altering her duties or responsibilities, just her job title. This made no sense to the Claimant and only served to upset her further and make her feel even more undermined. The Claimant told Mr Brown that she was unhappy about this change to her job title and that she felt it was a demotion. Also when the Claimant spoke to her Line Manager about having to attend a disciplinary meeting on 20 March 2013 in Castleford, he professed that he had not been told by either Mr Liversidge or Mr Walker that the Claimant needed to attend any such meeting.

- h. On 19 March 2013, the Claimant went into work as normal. There was a disagreement between her and Mr Liversidge via email as she considered he was being dishonest about what had happened the previous day. When the Claimant requested information in writing about the upcoming disciplinary meeting, Mr Liversidge denied that he had said that the Claimant needed to attend such a meeting, stating that he had said she only needed to attend if she had not attended the staff meeting, even though he told her she must attend a disciplinary while she was in the staff meeting. Rather than address points the Claimant raised she contends that he just started criticising her instead and rather than respond to an additional email sent by the Claimant, Mr Liversidge instead responded to her Line Manager Mr Brown criticising his management of the Claimant.

On 20 March 2013 the Claimant went to a pre-arranged appointment at the Shakespeare Hospice where they were concerned about her levels of stress and anxiety. The Claimant was constantly shaking and very emotional. The Claimant deems herself to be exceptionally hardworking and loyal and did not want to take any time off but the staff at the Hospice told her that she needed to be honest with her GP in the appointment the following day about how the stress caused by the Respondent was affecting her.. The Claimant's GP signed her off sick with Work related Stress, Anxiety and Depression.

5. After submitting her fit note, the Claimant received a letter dated 22 March 2013 from Mr Davison who is also a good personal friend of both Mr Liversidge and Mr Walker, about her intention to raise a grievance. He stated that the Claimant should send him the details of the grievance as he was the person dealing with it. The Claimant was absolutely stunned on receiving this letter as she believed that the Organisation would be directed to appoint an Independent HR Consultant by the Coventry Chamber of Commerce, especially as Mr Davison had made the following comment in an email on 15 March 2013: "I am appalled to hear that three members of our paid staff are now planning non attendance to Mondays meetings. These are not disciplinary meetings, they have been clearly made aware of this, so what is the issue? The fact they are refusing to attend now makes me think they must have something to hide, otherwise what are they afraid of?" The Claimant was afraid of being on her own in a room with Mr Liversidge and Mr Walker as she had already indicated.
6. The Claimant then received a letter from Qdos Consulting advising that it had been appointed to deal with the 3 grievances raised by the Claimant, Mr Tyson and Mr Brown. The Claimant telephoned Qdos as she had also received the letter from Mr Davison and they confirmed that they were dealing with the grievances and to not send any information to Mr Davison.
7. On 26 March 2013 the Claimant's Clinical Psychologist wrote to her GP expressing concern about the anxiety and stress the Claimant was suffering directly from her work and how this was having a detrimental effect on her recovery, stating: "Over recent weeks I understand that there has been a great deal of stress in Louisa's work environment which appears to have contributed towards a deterioration, both in Louisa's physical and emotional health".
8. The Claimant then received a letter dated 4 April 2013 asking for her office key fob to be returned. The Claimant perceived the letter to be sternly worded and she was surprised as she had never had to return her key fob before when she had been absent from work for any amount of time. The Claimant had also been advised that her password log in had been altered on her work PC so she could not log onto her own computer. The Claimant felt as though the Respondent did not wish for her to return.
9. The Claimant attended her grievance hearing on 8 April 2013 and received a letter dated 18 April from Qdos Consulting, upholding her grievance regarding bullying and harassment although Qdos focused on the incident of 18 March 2013 only. There were other complaints that had been made, including the Claimant's future trust in the Respondent Board but these had not been upheld. The Claimant was advised that she could appeal in writing to Mrs Toni Robinson regarding the area's that had not been upheld. The Claimant sent a letter of appeal on 22 April 2013.
10. The Claimant received a further letter from the Board dated 24 April 2013 asking for usernames and password for all systems and social media. Also in this letter it stated that: "if you choose not to comply with this reasonable request the company may see this as a deliberate attempt to harm the business further, and you may therefore be subject to disciplinary action". The Claimant could not believe that despite Qdos finding that bullying

and harassment did occur on at least one occasion and the only recommendation was the perpetrators stand down from their HR roles that she was being threatened with disciplinary action. The letter implied that the Claimant was trying to keep this information secret but there were procedure folders that the Board had access to with all user names and passwords. The letter also implied that the Claimant had already harmed the business which she denies and in any event, no investigation had been conducted in respect of this. The Claimant had spoken to Mr Turner earlier that week regarding another matter and he had asked her opinion on a specific procedure in place for Officers of the Respondent, even though this was probably not wholly appropriate being that the Claimant was signed off sick at the time. The Claimant telephoned the office and directed Mr Turner who is acting General Secretary to the procedures folder on the shared drive. The Claimant's colleagues who remained at work knew of this folder but were never asked about it and Andrew Meredith who is the Respondent's IT Systems Administrator was also not contacted. The Claimant felt that this treatment was due to the fact that she had raised a grievance. The Claimant responded by highlighting how cooperative she had been and asked about the reference to her having harmed the business. In response she received an email from Mr Liversidge where he referred to her 'rude, insolent and disrespectful tone' and never addressed the point that was raised by the Claimant. To respond to an employee in such a tone given the circumstances was completely unacceptable.

11. On 26 April 2013, the Claimant was advised that Qdos Consulting was no longer handling the appeal and that someone would make contact with her in due course.
12. On 2 May 2013 the Claimant had an appointment with her GP who had signed her off again with work related stress, anxiety and depression. The Claimant went to the office to deliver her sick certificates but had no wish to speak to anybody and waited outside while Mrs Sperling took the certificates from her, photocopied them and returned them to her. The Claimant felt incredibly anxious to be back at the office and really very upset because she had loved her job so much and disliked feeling that way. As the Claimant was leaving, a Regional Representative and close friend of Mr Liversidge and Mr Walker, Tracy Smith, 'bounced' out of a side door and said 'Hello!'. The Claimant really did not want to talk to anyone, which is why she had not gone into the office, so as she was walking away, she carried on. Mr Turner telephoned the Claimant later that day as he said he was worried about her because she looked so miserable and he apologised for the Claimant bumping into Mrs Smith, as he had not realised she was going to be at the office when the Claimant arrived.
13. The Claimant emailed Mr Van Aalst for a second time about her appeal on 7 May 2013, then emailed Ms Lavender as she still had not heard anything and wondered if Mr Van Aalst was away.
14. On 9 May 2013 the Claimant received an email from Mr Liversidge stating that he had received a complaint from Mrs Smith about the Claimant ignoring her. The email also said that the Claimant was rude, apparently the same experience that Mr Liversidge had had when he first met her at a rally, of which the Claimant has no recollection whatsoever. The first time the Claimant recalls meeting Mr Liversidge was on 18 March 2013. Mr Liversidge also said that he would discuss the Claimant's discourteous conduct on her return to work and confirmed that he and Mr Walker were still the HR managers despite the finding against them by Qdos and the recommendations made. At this point the Claimant was inconsolable. This response to her evidenced that Mr Liversidge was just going to continue to bully and harass her and the fact that she was off sick due to work related stress, anxiety and depression appeared to be of little importance. He then sought to unsettle the Claimant further by telling her that he would have words with her upon her return to work. Again, the Respondent

appeared to consider it reasonable to permit Mr Liversidge to 'have words' with the Claimant about this incident but not to have words with Mr Liversidge and Mr Walker about their bullying and harassment of three employees. By this stage the only thing keeping the Claimant from resigning was the fact that she had to complete the appeals process to know that she had done everything she could.

15. On 14 May 2013, the Claimant went to her appeal meeting held by Richard Binch of Hayfield HR. She took her colleague, Mrs Sperling with her. Mr Binch had only received some emails of previous correspondence from the Claimant and did not have the large file of evidence to support her grievance which had been provided to Qdos Consulting. The Claimant was very disappointed by this. The Respondent had also not appeared to have supplied Mr Binch with much information and the first part of the meeting was spent with the Claimant explaining the structure of the Respondent and the Claimant even gave Mr Binch her copy of the Respondent's constitution as he had never seen this. The Claimant offered to go through some of the evidence that she had brought with her, however upon reading the email that Mr Liversidge had sent on 15 March 2013, Mr Binch said that this email alone was enough evidence. It felt like Mr Binch agreed with a lot of what the Claimant was saying but he was holding back a bit.
16. The Claimant received the appeal outcome letter from Mr Binch dated 21 May 2013. The Claimant was disgusted to find that the remainder of her appeal had been turned down, although she was not wholeheartedly surprised. Mr Binch had said that he could not disagree with the finding in relation to bullying and harassment even if he wanted to which the Claimant contends is incorrect. If Mr Binch had disagreed with Qdos he could have said so but he chose not to. Mr Binch suggested that the Claimant arrange a 'Clear the Air' meeting with the Board which she deemed laughable as she had been crying and shaking in part of her appeal meeting at the thought of having to communicate with Mr Liversidge any time soon and Mr Binch was witness to that.
17. It was at this point after trying to salvage her job for the past few months that the Claimant decided she had no option but to resign. The Claimant felt that she had no choice as she could no longer work in a place of fear and continue to put her health at risk. She sent her letter of resignation to the Respondent on 23 May 2013.
18. The Claimant did try and address the issues she had experienced at the Respondent by reporting these to Mr Brown but given the position Mr Liversidge had put himself in and given the complaints mainly related to him, there was little that could be done. The Claimant also raised these issues with Ms Lavender, to no avail. The Claimant contends that Mr Liversidge placed himself at the centre of the Respondent and wished to retain control of everything and everyone and bullied people into getting his way. Therefore, any complaints which related to him were not going to be dealt with. The Claimant struggled with the working conditions but as matters got progressively worse, she had no choice but to raise her grievance formally. Given the Respondent's behaviour, its handling of her grievance, the finding of Qdos, the Respondent's failure to listen to its recommendations and the events that had occurred throughout the grievance process, the Claimant had lost all trust and confidence in the Respondent and its grievance process. She therefore felt she had no option but to resign. The Claimant contends that her resignation was due to the untenable situation that some members of the Board of the Respondent created, in particular, Mr Liversidge.
19. The Claimant is also concerned with the way in which her grievance was dealt with and does not believe that this was conducted fairly. The grievance outcome failed to address a number of her grievances and the outcome of both the grievance and the appeal does not appear to

align itself to the exceptionally serious findings of bullying and harassment. The Claimant had been told that not attending a meeting would constitute gross misconduct and for not saying hello to someone would lead to discussions upon her return but when a finding of bullying and harassment was made against two directors, the only action suggested was to remove them from the HR function. There is an absolute clear disparity in treatment which the Claimant contends only supports her claim that both the reasoning for her dismissal and the process followed were unfair.

20. The Claimant therefore claims that she was constructively dismissed due to the behaviour exhibited towards her by the Respondent, its failure to adhere to recommendations made by Qdos and her dismay at the way in which her grievance was handled.
21. Since handing in her resignation and prior to this date, the Claimant is aware of numerous discussions that have taken place on Facebook which she is deeply unhappy about, where she contends unsubstantiated and untrue accusations have been made about her, Mr Tyson and Mr Brown. The Claimant has also become aware that Mr Liversidge has had conversations with people concerning private and confidential information about Mr Brown, Mr Tyson and the Claimant and that he has been talking about her ill health and time taken off sick which has caused further upset.

Sick Pay

22. The Claimant was signed off by her GP from 21 March until 20 June 2013. Up until 1 May 2013, she was paid her full pay. This was usual. When employees had been absent previously, they had always been paid their full pay.
 23. In May 2011, the Claimant was diagnosed with Breast Cancer. When she was diagnosed, she was immediately signed off work. Her Oncologist recommended signing her off for 9-12 months while she was going through Chemotherapy and Radiotherapy, but in total the Claimant only took 36 days' sickness during this period of treatment. Although her contract states that the Respondent will pay statutory sick pay, she was paid full pay whilst she was off sick.
 24. However, on 24 May 2013, in response to her letter of resignation, she was informed by Ms Lavender that she would be paid statutory sick pay from 2 May 2013 until 20 June 2013 at which point her fit note expired and she would be placed on garden leave for one day. The Claimant contends that this is unfair and in breach of an implied term of her contract to pay full pay during sickness absence. Furthermore, the Respondent should not have applied this retrospectively especially given the reason for her absence. The Claimant claims the difference between statutory sick pay received and her normal pay for a period of 7 weeks.
8. In summary, the Claimant claims:
- I. Compensation for constructive dismissal; and
 - II. the difference between her SSP and normal pay for the period of 7 weeks.

Response form

Case number 1320531/2013

You must complete all questions marked with an *

1 Claimant's name

1.1 Claimant's name

2 Respondent's details

2.1* Name of individual, company or organisation

2.2 Name of contact

2.3* Address
Number or name

Street

Town/City

County

Postcode

DX number (if known)

2.4 Phone number
Where we can contact you during the day

Mobile number (if different)

2.5 How would you prefer us to contact you? (Please tick only one box)
 Email Post Fax Whatever your preference please note that some documents cannot be sent electronically

2.6 Email address

Fax number

2.7 How many people does this organisation employ in Great Britain?

2.8 Does this organisation have more than one site in Great Britain?
 Yes No

2.9 If Yes, how many people are employed at the place where the claimant worked?

EMPLOYMENT TRIBUNALS
 Received on
 - 4 AUG 2013
 REGIONAL OFFICE
 BIRMINGHAM

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3 Employment details

3.1 Are the dates of employment given by the claimant correct? Yes No

If Yes, please go to question 3.2

If No, please give the dates and say why you disagree with the dates given by the claimant

When their employment started

When their employment ended or will end

I disagree with the dates for the following reasons

3.2 Is their employment continuing? Yes No

3.3 Is the claimant's description of their job or job title correct? Yes No

If Yes, please go to Section 4

If No, please give the details you believe to be correct

4 Earnings and benefits

4.1 Are the claimant's hours of work correct? Yes No

If No, please enter the details you believe to be correct.

hours each week

4.2 Are the earnings details given by the claimant correct? Yes No

If Yes, please go to question 4.3

If No, please give the details you believe to be correct below

Pay before tax
(Incl. overtime, commission, bonuses etc.)

£

Weekly Monthly

Normal take-home pay
(Incl. overtime, commission, bonuses etc.)

£

Weekly Monthly

- 4.3 Is the information given by the claimant correct about being paid for, or working a period of notice? Yes No

If Yes, please go to question 4.4

If No, please give the details you believe to be correct below. If you gave them no notice or didn't pay them instead of letting them work their notice, please explain what happened and why.

- 4.4 Are the details about pension and other benefits e.g. company car, medical insurance, etc. given by the claimant correct? Yes No

If Yes, please go to Section 5

If No, please give the details you believe to be correct.

5 Response

- 5.1* Do you defend the claim? Yes No

If No, please go to Section 6

If Yes, please set out the facts which you rely on to defend the claim.
(See Guidance - If needed, please use the blank sheet at the end of this form.)

Throughout her employment the claimant was treated properly by the Directors. Throughout her illness she was treated with exemplary generosity. Despite this the claimant went out of her way to be rude and unco-operative to senior Members, refusing to perform tasks that were her responsibility and questioning why such tasks were required. She repeatedly sought to involve herself in matters that were no concern of hers.

The claimant formed a cabal with her manager Nicholas Charles Brown and campaigns manager James Patrick Tyson aimed at thwarting the Board's attempts to improve the management of the company, which it clearly needed.

Despite all this, the Board exercised great forbearance and the claimant was never actually put into any disciplinary procedure. She was neither actually dismissed nor constructively dismissed but resigned of her own volition, seemingly because she did not want to be managed by those whom the Members had charged with that task by virtue of their election.

The claimant is not owed any additional sick pay. At the December 2012 Board meeting a decision was taken to only pay her statutory sick pay with effect from 1 February 2013. Her manager accepted that this was the correct course of action and communicated the same to her. She accepted the change. She was properly paid thereafter.

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6 Employer's Contract Claim

6.1 Only available in limited circumstances where the claimant has made a contract claim. (See Guidance)

6.2 If you wish to make an Employer's Contract Claim in response to the claimant's claim, please tick this box and complete question 6.3

6.3 Please set out the background and details of your claim below, which should include all important dates (see Guidance for more information on what details should be included)

[Empty text box for providing background and details of the claim]

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7 Your representative

If someone has agreed to represent you, please fill in the following. We will in future only contact your representative and not you.

- 7.1 Name of representative
- 7.2 Name of organisation
- 7.3 Address
- Number or name
- Street
- Town/City
- County
- Postcode
- 7.4 DX number (if known)
- 7.5 Phone number
- 7.6 Mobile phone
- 7.7 Their reference for correspondence
- 7.8 How would you prefer us to communicate with them? (Please tick only one box)
- Email Post Fax
- 7.9 Email address
- 7.10 Fax number

8 Disability

- 8.1 Do you have a disability? Yes No

If Yes, it would help us if you could say what this disability is and tell us what assistance, if any, you will need as your claim progresses through the system, including for any hearings that maybe held at tribunal premises.

Please re-read the form and check you have entered all the relevant information.
Once you are satisfied, please tick this box.

Data Protection Act 1998.

We will send a copy of this form to the claimant and Acas. We will put the information you give us on this form onto a computer. This helps us to monitor progress and produce statistics. Information provided on this form is passed to the Department for Business, Innovation and Skills to assist research into the use and effectiveness of employment tribunals. (URN 05/874)

Employment Tribunals check list and cover sheet

Please check the following:

1. Read the form to make sure the information given is correct and truthful, and that you have not left out any information which you feel may be relevant to you or your client.
2. Do not attach a covering letter to your form. If you have any further relevant information please enter it in the 'Additional Information' space provided in the form.
3. Send the completed form to the relevant office address.
4. Keep a copy of your form posted to us.

Once your response has been received, you should receive confirmation from the office dealing with your claim within five working days. If you have not heard from them within five days, please contact that office directly. If the deadline for submitting the response is closer than five days you should check that it has been received before the time limit expires.

You have opted to print and post your form. We would like to remind you that forms submitted on-line are processed much faster than ones posted to us. If you want to submit on-line please go back to the form and click the submit button, otherwise follow the check list before you post the completed form to the relevant office address.

A list of our office's contact details can be found at the hearing centre page of our website at – www.justice.gov.uk/tribunals/employment/venues; if you are still unsure about which office to contact please call our national enquiry line on 0845 7959775 (Mon – Fri, 9am – 5pm) or Minicom 0845 757 3772; they can also provide general procedural information about the employment tribunals.

Continuation sheet

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SUMMARY OF EMPLOYMENT TERMS

Your contract of employment with M.A.G. (UK) Ltd. is attached. A summary of the main terms of your employment is set out below.

1. **Name and address of your employer:** M.A.G. (UK) Ltd. of Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
2. **Your name and address:** Nich Brown, 222 Windmill Road, Longford, Coventry, CV6 7BE.
3. **Start date:** 27th May 2008
4. **Start date of continuous employment:** As above.
5. **Job title:** General Secretary
6. **Duties:** All those duties reasonably associated with your job title.
7. **Probationary period:** The first six months of your employment are probationary. The Company can end your employment by giving one week's notice during or on the expiry of your probationary period.
8. **Rate of pay:** £34,866 per annum payable in arrears by credit transfer to your bank account at monthly intervals on or about the last working day of each month.
9. **Normal hours of work:** Monday to Friday 9.00am – 5.00pm.
10. **Overtime rate:** Overtime is not paid. For hours/days worked in excess of your normal hours of work you will be given the time off in lieu.
11. **Breaks:** You are entitled to a One hour break for lunch to be taken between the hours of 12 midday and 2 pm.
12. **Holiday year:** 1st January to 31st December.
13. **Paid holiday entitlement:** 20 days per annum plus the 8 normal bank/public holidays. Part time employees holiday entitlement is pro rata. Holiday entitlement increases by 1 day per full year of service, up to a maximum entitlement of 25 days.
14. **Pension:** There is a private pension scheme applicable to your employment. Employees are entitled to join this scheme after six months of continuous employment. Full details of the scheme are available from management.
15. **Disciplinary and grievance rules and procedures:** The Company's disciplinary and grievance rules and procedures are set out in the Employee Handbook.
16. **Normal place of work:** Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
17. **Notice you must give to end your employment:** Subject to Paragraph 7, service of up to 12 months, 1 week's notice; thereafter 1 month's notice.
18. **Notice the Company must give to end your employment:** Subject to Paragraph 7, service of up to 12 months - 1 week's notice; thereafter 1 month's notice up to the end of your fifth year of employment; thereafter one additional week for each complete year of service up to a maximum of twelve weeks.
19. **Vehicle:** None applicable.
20. **Sickness or injury:** Statutory sick pay.
21. **Collective Agreements:** There are no Collective Agreements with trade unions that affect the terms and conditions of your employment.

SUMMARY OF EMPLOYMENT TERMS

Your contract of employment with M.A.G. (UK) Ltd. is attached. A summary of the main terms of your employment is set out below.

1. **Name and address of your employer:** M.A.G. (UK) Ltd. of Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
2. **Your name and address:** Paddy Tyson of 113 Martin Lane, Rugby, Warwickshire, CV22 7RF.
3. **Start date:** 10th October 2009
4. **Start date of continuous employment:** As above.
5. **Job title:** Campaigns Manager
6. **Duties:** All those duties reasonably associated with your job title.
7. **Probationary period:** The first six months of your employment are probationary. The Company can end your employment by giving one week's notice during or on the expiry of your probationary period.
8. **Rate of pay:** £25,000 per annum payable in arrears by credit transfer to your bank account at monthly intervals on or about the last working day of each month.
9. **Normal hours of work:** Monday to Friday 9.00am – 5.00pm.
10. **Overtime rate:** Overtime is not paid. For hours/days worked in excess of your normal hours of work you will be given the time off in lieu.
11. **Breaks:** You are entitled to a One hour break for lunch to be taken between the hours of 12 midday and 2 pm.
12. **Holiday year:** 1st January to 31st December.
13. **Paid holiday entitlement:** 20 days per annum plus the 8 normal bank/public holidays. Part time employees holiday entitlement is pro rata. Holiday entitlement increases by 1 day per full year of service, up to a maximum entitlement of 25 days.
14. **Pension:** There is a private pension scheme applicable to your employment. Employees are entitled to join this scheme after six months of continuous employment. Full details of the scheme are available from management.
15. **Disciplinary and grievance rules and procedures:** The Company's disciplinary and grievance rules and procedures are set out in the Employee Handbook.
16. **Normal place of work:** Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
17. **Notice you must give to end your employment:** Subject to Paragraph 7, service of up to 12 months, 1 week's notice; thereafter 1 month's notice.
18. **Notice the Company must give to end your employment:** Subject to Paragraph 7, service of up to 12 months - 1 week's notice; thereafter 1 month's notice up to the end of your fifth year of employment; thereafter one additional week for each complete year of service up to a maximum of twelve weeks.
19. **Vehicle:** None applicable.
20. **Sickness or injury:** Statutory sick pay.
21. **Collective Agreements:** There are no Collective Agreements with trade unions that affect the terms and conditions of your employment.

SUMMARY OF EMPLOYMENT TERMS

Your contract of employment with M.A.G. (UK) Ltd. is attached. A summary of the main terms of your employment is set out below.

1. **Name and address of your employer:** M.A.G. (UK) Ltd. of Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
2. **Your name and address:** Louisa Smith of 28 Lawson Avenue, Tiddington, Stratford upon Avon, Warwickshire, CV37 7BT.
3. **Start date:** 4th January 2010
4. **Start date of continuous employment:** As above.
5. **Job title:** Deputy General Secretary
6. **Duties:** All those duties reasonably associated with your job title.
7. **Probationary period:** The first six months of your employment are probationary. The Company can end your employment by giving one week's notice during or on the expiry of your probationary period.
8. **Rate of pay:** £25,000 per annum payable in arrears by credit transfer to your bank account at monthly intervals on or about the last working day of each month.
9. **Normal hours of work:** Monday to Friday 9.00am – 5.00pm.
10. **Overtime rate:** Overtime is not paid. For hours/days worked in excess of your normal hours of work you will be given the time off in lieu.
11. **Breaks:** You are entitled to a One hour break for lunch to be taken between the hours of 12 midday and 2 pm.
12. **Holiday year:** 1st January to 31st December.
13. **Paid holiday entitlement:** 20 days per annum plus the 8 normal bank/public holidays. Part time employees holiday entitlement is pro rata. Holiday entitlement increases by 1 day per full year of service, up to a maximum entitlement of 25 days.
14. **Pension:** There is a private pension scheme applicable to your employment. Employees are entitled to join this scheme after six months of continuous employment. Full details of the scheme are available from management.
15. **Disciplinary and grievance rules and procedures:** The Company's disciplinary and grievance rules and procedures are set out in the Employee Handbook.
16. **Normal place of work:** Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH.
17. **Notice you must give to end your employment:** Subject to Paragraph 7, service of up to 12 months, 1 week's notice; thereafter 1 month's notice.
18. **Notice the Company must give to end your employment:** Subject to Paragraph 7, service of up to 12 months - 1 week's notice; thereafter 1 month's notice up to the end of your fifth year of employment; thereafter one additional week for each complete year of service up to a maximum of twelve weeks.
19. **Vehicle:** None applicable.
20. **Sickness or injury:** Statutory sick pay.
21. **Collective Agreements:** There are no Collective Agreements with trade unions that affect the terms and conditions of your employment.

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CONTRACT OF EMPLOYMENT

This contract of employment is between (1) M.A.G. (UK) Ltd. ("the Company") of Oakslade, Station Road, Hatton, Warwickshire, CV35 7LH and (2) [NAME OF EMPLOYEE] of [ADDRESS] ("you" "the Employee").

1. APPOINTMENT

Your employment with the Company is subject to the terms of this contract of employment (the "Agreement"). Your employment shall commence or be deemed to have commenced on the date stated at paragraph 3 of the attached summary of employment terms ("the Summary") and shall continue until terminated in accordance with the terms of this Agreement. Paragraph 4 of the Summary states the start date of prior employment (if any) that counts as part of your continuous employment with the Company.

2. DUTIES

The Company shall employ you and you shall serve the Company in the capacity stated at paragraph 5 of the Summary. Your duties shall include all those duties normally associated with your job title and those duties (if any) stated at paragraph 6 of the Summary. In addition to your normal duties you may be required to undertake other duties and you will be required to obey all reasonable directions from time to time given by the Company. The Company reserves the right to vary your duties.

3. PROBATIONARY PERIOD

Your initial employment with the Company is subject to the probationary period stated at paragraph 7 of the Summary. During that period the Company will assess and review your work performance and can terminate your employment on short notice as stated at paragraph 7 of the Summary. The Company reserves the right to extend your probationary period.

4. PAY

The Company shall pay you at the rate and intervals stated at paragraph 8 of the Summary. The Company reserves the right to alter the time, method and frequency of payment by issuing you with reasonable notice of any such change. The Company shall review your pay annually at its discretion. Receipt of a pay increase one year creates neither the right to nor expectation of a pay increase in any subsequent year.

5. BONUS

In addition to your salary the Company may pay to you a bonus of such amount as shall from time to time be determined by the Company at its absolute discretion. Any bonus paid to you is entirely discretionary and there is no contractual entitlement to receive it and it will not count as part of your contractual remuneration or salary for pension purposes or otherwise. The Company reserves the right in its absolute discretion to terminate or amend any bonus scheme without notifying you. No bonus shall be payable if you are not employed or are under notice of termination (whether given by you or the

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Company) as at the date on which payment would normally be due. Receipt of a bonus one year creates neither the right to nor expectation of any bonus in any subsequent year.

6. HOURS OF WORK

- 6.1. Your normal hours of work are stated at paragraph 9 of the Summary. It is recognised that due to the nature of the Company's business your working hours will not necessarily coincide with those normal hours. The Company reserves the right to vary your hours of work as necessary to meet its business requirements. You may be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.
- 6.2. There is no entitlement to overtime as set out at paragraph 10 of the Summary. Instead the Company operates a TOIL (time of in lieu) system. All overtime that you carry out must be expressly approved in advance by your Line Manager failing which you may not have TOIL authorised.
- 6.3. You are entitled to the break(s) stated at paragraph 11 of the Summary.
- 6.4. The 48 hour limit on average weekly working time set out in the Working Time Regulations 1998 shall not apply to your employment. You are entitled to withdraw your agreement that the 48-hour limit shall not apply to your employment by giving the Company not less than three months prior written notice.

7. HOLIDAYS

- 7.1. The Company's holiday year runs for the period stated at paragraph 12 of the Summary. You are entitled to the paid holiday in each holiday year stated at paragraph 13 of the Summary.
- 7.2. The Company reserves the right to close over the Christmas and New Year period. The dates will be notified to you annually and you are required to reserve three days of your holiday entitlement to cover these days.
- 7.3. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement the Company shall be entitled to deduct the excess pay from your final salary payment.
- 7.4. The Company's holiday rules are set out in the Employee Handbook.

8. SICKNESS AND OTHER ABSENCE

- 8.1. You are required to be available for work during your normal working hours. You must make every effort to attend work.
- 8.2. The Company's rules for notifying sickness and injury are set out in the Employee Handbook.
- 8.3. If you are absent from work due to sickness or injury and you comply with the requirements set out above you will be paid Statutory Sick Pay (SSP) subject to qualification. For the purposes of

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SSP your qualifying days shall be your normal working days. SSP is not paid for the first three days of absence and so in this period you will receive no pay. Any additional entitlement to sick pay will be at the Company's discretion.

8.4. The Company reserves the right to require you to have a medical examination or counselling from a doctor of its own choice at its expense. You hereby authorise the Company to have unconditional access to any report produced as a result of such examination.

9. **PENSION**

Your pension entitlement is stated at paragraph 14 of the Summary. A contracting out certificate under the Pensions Schemes Act 1993 is not in force in respect of your employment.

10. **NORMAL RETIREMENT AGE**

Your normal retirement age is 65. You have a statutory right to notice of retirement and a right to request to continue working after retirement. The Company's Retirement Policy is set out in the Employee Handbook.

11. **DISCIPLINARY AND GRIEVANCE PROCEDURES**

The Company's non-contractual disciplinary and grievance procedures are set out in the Employee Handbook.

12. **PLACE OF WORK**

Your normal place of work is stated at paragraph 16 of the Summary but the Company reserves the right to change this on a permanent basis upon one month's notice to you. Due to the nature of the Company's business you may be required to work at clients or customers premises or at such other places on a temporary basis as the Company shall from time to time direct. You may in the performance of your duties be required to travel from your normal place of employment anywhere within the UK or overseas.

13. **OUTSIDE INTERESTS**

Save with the prior written permission of the Company, you must not during your employment be involved in any business or activity which in the view of the Company affects your ability to devote the whole of your time and attention during working hours to the Company's business or conflicts with the interests of or causes damage to the goodwill of the Company. You shall give the Company full details of such involvement. Failure to do so will be regarded as a disciplinary matter by the Company and dealt with accordingly.

14. **CONFIDENTIALITY**

14.1. You acknowledge that in the course of your employment you may have access to and you will be entrusted with information related to the business, finance, processes, plans,

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clients, customers or affairs of the Company and that such information may be confidential and important to the Company. In this Agreement such information is called "Confidential Information" and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the Company; information relating to the Company which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the Company in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.

- 14.2. You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the Company or to the press or other media or to the public or any part of it would place the Company at a disadvantage and would damage its business.
- 14.3. You shall not without the prior consent of the Company other than in the proper performance of your duties under this Agreement either during your employment or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to information which (otherwise than through your act or default) becomes available to the public generally.

15. RESTRICTIONS

You will not without the Company's prior written approval whether by yourself or on behalf of any other person firm company or organisation whether directly or indirectly during your employment and the period of twelve months following the termination of it:

- 15.1. in competition with the Company solicit or seek to obtain orders for Restricted Services or Restricted Products from any Restricted Customer or Prospective Customer;
- 15.2. in competition with the Company work for or deal with or provide or seek to provide or seek to reach agreement for the provision of any Restricted Services or Restricted Products to any Restricted Customer or Prospective Customer;
- 15.3. persuade or attempt to persuade any Restricted Employee to terminate his or her employment with the Company or to do anything which if done by you would be a breach of this Agreement;
- 15.4. cause or encourage any of the Company's suppliers, agents or advisers to cease delay restrict or reduce its or their supplies services or advice to the Company;
- 15.5. cause or encourage any of the Company's Restricted Customers or Prospective Customers to reduce or not do business with the Company;
- 15.6. in competition with the Company employ or be employed by or enter into any business relationship with a Restricted Employee.

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15.7. In this Agreement the following words and phrases shall have the following meanings:

15.7.1. "Restricted Customer" means any person, firm or company who at any time during the 6 months immediately preceding the termination of your employment is or was a client or customer of the Company for the sale or supply of Restricted Services or Restricted Products or in the habit of dealing with the Company for the sale or supply of Restricted Services or Restricted Products and with whom you had personal dealing during the course of your employment.

15.7.2. "Restricted Employee" means any person employed by the Employer at the date on which your employment terminated or in the 12 months prior to that date with whom you had some material dealing and whom is or was employed in a management, sales, telesales, accounts, research, engineering, technical, fee earning or other senior capacity.

15.7.3. "Restricted Products" means products of the same kind or of a materially similar kind as those provided by the Company during the 12 months immediately prior to the termination of your employment and about which you had some knowledge.

15.7.4. "Restricted Services" means services of the same kind or of a materially similar kind as those provided by the Company during the 12 months immediately prior to the termination of your employment and about which you had some knowledge.

15.7.5. "Prospective Customer" means a person who is not a customer or client of the Company but has been approached on behalf of or has approached the Company within the 4 months prior to termination of your employment with a view to buying any Restricted Products or Restricted Services from the Company and who is not already a customer or client of your new employer at the relevant time for Restricted Products or Restricted Services.

15.8. Each of the restrictions set out in this clause are separate and severable and enforceable accordingly.

16. **COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to the Company. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by the Company.

17. TERMINATION

- 17.1. The notice required by you to terminate this Agreement is stated at paragraph 17 of the Summary and the notice that must be given by the Company is stated at paragraph 18 of the Summary.
- 17.2. The Company reserves the option in its absolute discretion to terminate your employment by paying in lieu of the relevant notice period. The payment shall be solely your basic salary (at the rate payable when the option is exercised) without taking into account any benefits in kind and shall be subject to deductions for income tax and national insurance contributions as appropriate. You will not have any right to payment in lieu unless the Company has exercised its option to pay in lieu of notice. If the Company elects to make a payment in lieu of notice it shall be entitled to make such payment by way of equal installments representing net pay and to deduct such amounts as may be earned (as salary and/or other remuneration) by you should you find new employment in what would have been the contractual notice period had the Company given you notice to terminate your employment.
- 17.3. Once notice to terminate your employment has been given by the Company or by you or if you seek to resign without giving notice or by giving shorter notice than contractually required provided if the Company continues to pay your basic salary (without taking into account any benefits in kind) until the termination of your employment you agree that the Company shall be entitled as its absolute discretion:
 - 17.3.1. to require you not to carry out your duties or to exercise your responsibilities under this Agreement during the remaining period of your notice period (or any part of such period); and/or
 - 17.3.2. to require you not to attend your place of work or any other premises of the Company during the remaining period of your employment (or any part of such period); and/or
 - 17.3.3. to require you not to make contact with any employees, suppliers, agents or customers or clients of the Company except as directed by the Company during the remaining period of your notice (or any part of such period); and/or
 - 17.3.4. to require you to work from home and/or carry out exceptional duties or special projects outside the normal scope of your duties and responsibilities; and/or
 - 17.3.5. to require you to abide by your employment duty of faith and fidelity and for the avoidance of doubt you agree you shall not provide services to any third party or prepare to provide such services.
- 17.4. Nothing in this clause shall prevent the Company from terminating your employment without notice or salary in lieu of notice in circumstances of gross misconduct or gross negligence or other substantial grounds justifying your immediate dismissal.

17.5 The Company shall have the right to suspend you (with or without the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as it thinks fit.

18. DEDUCTION OF REMUNERATION

The Company reserves the right at any time during or in any event on termination to deduct from your remuneration any monies owed to the Company by you including but not limited to any missing property including petty cash that was in your control or was your responsibility, excess holiday, outstanding loans, advances and the cost of repairing any damage or loss to the Company's property caused by you. In the event of shortages arising of cash or of stock the Company reserves the right to recover an equitable amount from any payments due to any employee concerned.

19. DATA PROTECTION

Your personal data, including sensitive personal data, will be held by the Company in its manual and automated filing systems. You consent to the processing and disclosure of such data for the purpose of (without limitation) salary administration; pensions administration; health administration; training and appraisal, including performance records, and disciplinary records; health/insurance benefits; equal opportunities monitoring; any company benefit administration; and any other purpose for which data is processed.

20. VEHICLES

You have no entitlement to a company vehicle, as set out at paragraph 18 of the Summary. If in the future this were to change you must comply with the terms of the Company's Vehicle Policy as set out in the Employee Handbook.

21. LAYOFF

In view of the fluctuating nature of the Company's business the Company reserves the right to temporarily lay you off from work without normal contractual pay or to reduce your normal working hours and reduce your pay proportionately. The Company will give you as much notice as it can reasonably give of its need to take such action. This clause does not affect your right to statutory guarantee payments during any period of lay off.

22. CHANGES IN YOUR TERMS OF EMPLOYMENT

The Company reserves the right to make reasonable changes to any of your terms and conditions of employment. You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

23. MISCELLANEOUS

This Agreement will be governed and construed in accordance with the laws of England and Wales.

I acknowledge receipt of this summary and the attached contract of employment. I accept the terms of my contract of employment. I have also received and read a copy of the Employee Handbook and I accept the rules, policies and procedures set in it.

Signed by Employee:

Print name:

Date:

Signed by Company:

Print name:

Date:

Subject: BOARD DISCUSSION background for next Board meeting

From: Nich Brown <nich.brown@mag-uk.org>

Date: 03/02/2010 23:02

To: BOARD <mag-uk-board-list@mag-uk.org>

Thanks for your message about the Shoosmiths agreement Paul,

I genuinely appreciate the support, but in all honesty there are plenty of cracks showing at the moment so I'd like the Board to give some serious consideration to a few ideas that could make a big difference for the better.

These suggestions are based on a lot of reflection over the Christmas period and since - a lot of it slotted in to place talking with other nations' delegates at FEMA this weekend. You may well have other ideas, but even if you decide you want to go along the lines suggested below it would take a while to get things in to place.

Make no mistake, I am optimistic about our future. BUT, we have to be aware that we are at a crossroads. RAV is showing signs of becoming a big recruitment driver for us, but the effect of the recession will be with for at least another year. At the end of 2009 we definitely had more individual members than the BMF (I saw the figures they declared to FEMA) - probably for the first time since MAG was founded. But we have also lost members over the last year and if we go the same way as the BMF we will be more vulnerable because we haven't any fat to cut.

So, I've based the following ideas on the way MAG likes to think of itself already, but even so it will need a shift in culture within the organisation (otherwise we wouldn't need to be talking about it - it would already be happening). I'm being realistic when I say this level of change won't happen over night.

There are a number of weaknesses in the organisation, many of them are very long-standing, a large number of them would require investment that we cannot currently afford, some could be dealt with by reorganising what we do and being clear on priorities, roles, etc.

National Committee - if we want MAG to be first and foremost a campaigning organisation, then I would suggest that is all that the NC should concentrate on.

Board - if the NC is to be liberated from endless discussions about the internal organisation of MAG, then the Board would need to take a more active role in keeping the organisation on track.

Therefore, each of our main areas of activity should be overseen by one member of the Board or NC (as appropriate) taking the lead. That way, the membership will have more direct control, the work done by the staff at Central / contractors will be more transparent to you/NC/members, you won't need to rely on me or other staff and contractors to be reporting what we do when we should be doing what we do.

The purpose is not to cover the work the paid staff should be doing, but rather to allow the paid staff to focus on the tasks you really need them to do and help them find the means to deliver what you want.

I'm thinking we ought to aim for a situation where no individual takes the lead on more than one key part of what MAG does, often working with small groups of appropriate volunteers drawn from outside the NC/Board. Where necessary the NC (or even the Board) may need to co-opt suitable individuals to take the lead in

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an area.

we might have one person to take a lead on overseeing each of the following:

- Developing policy, campaigns strategy, etc. (National Committee)
- Identifying research and knowledge capability (National Committee)
- Developing and maintaining Communications - website, media relations, publications, etc. (National Committee)
- Recruitment and Membership development (National Committee)
- Developing and supporting activists / local groups (National Committee)
- MAG Foundation activity (National Committee)
- Financial management and financial planning (Board)
- Developing and maintaining commercial partnerships, member benefits / deals, etc. (Board)
- Developing and supporting Events (Board)
- Personnel development, recruitment, discipline, welfare, etc. (Board)
- MAG(UK) Ltd legal responsibilities (Board)

Although I know all too well how difficult it is to find volunteers who can commit the time and expertise to run MAG at the different levels, I do believe we have the opportunity to build a real buzz around MAG at the moment.

Paddy has been making a lot of progress in helping new groups to start-up, making BAV happen, tapping in to the expertise of MAG members eager to get behind what he is doing.

Louise has a great deal of experience in customer service and people management that could transform Central Office if we can give her the tools. She has the same sort of attitude as Paddy and I am certain she can make the same sort of advances as he has, but she wants a clear idea of the direction the organisation needs her to work toward.

Kalpna has already put our book-keeping to rights. However, there is a lot of work still to do on the mechanical processes that we use to handle our money. With Justine standing down after many years we are in need of a replacement National Finance Officer who, as an individual or as part of a team, can get the most out of the information Kalpna can provide in order to help us plan ahead, manage our cashflow and plan budgets on the basis of what we need to achieve.

We need to expand membership, but our current membership system can't cope with more than the present number of members and is already horribly inefficient. Simply replacing the database won't make things much more efficient, the process of handling payments needs to change, but so to does the issuing of membership cards and tickets for events if we are to be able to spend our resources on giving our members a campaigning organisation rather than doing membership admin. That means new IT equipment, because what we have is old, or slow or not designed for the demands we put on it.

Andy Meredith tells me the strategy agreed before my arrival is to integrate all our data and communications (website, email lists, local groups/officers, national officers, etc.) under our control. That will mean rebuilding the website and database using a Linux platform. Whilst the software would be open-source (not subject to annual licences and upgrade fees) it would be far from free (everything will need expert time to configure and maintain, just as software based on Microsoft products would).

Our current premises are dilapidated, the cabling and equipment we use is hanging off the wall, the heating oil is vulnerable to theft, the carpets are worn-out, it needs decorating inside and out (these are conditions of the lease). Whether we stay or go we will have to spend money on the place due to the terms of the lease (it is just a question of having to spend more on it if we decide to stay).

You now have a very capable team, but we are struggling to satisfy all of the demands.

The upshot of one person having to split the General Secretary and Campaign Manager roles for 12 months has been that at least 40% of the work for each of those roles was not done - there is still a hang-over from that.

If I am going to make Central work for you I need to know what you/the NC/the members want me to prioritise and I need to be confident that we have a workable plan you/the NC/the members are all behind.

Louisa is very capable of running our member services and helping to develop and support the organisation more generally. But she needs the tools.

Paddy is a huge asset but he is only on a contract until the General Election. Whilst I think we would be daft to lose him if we can avoid it, he has travel plans.

In short, we need to know we are headed in the direction that the Board/NC /members want us to, and that we stand a fighting chance of getting there.

None of the above is intended as a whinge, but I am conscious that while we all want to do a good job for the members and for motorcycling we are more likely to succeed if we can at least understand what 'success' means to everyone.

20100504.1534

RECORD	Post Code	Title	Surname	First Name	Address	ADD2
120876	TN4 0RD	Mr	Dodds	Robert A	33	Road
122864	CT1 3HQ	Mr	Bassett	Graham	46	Dover Street
126406	CT9 3SP		Kennett	Sharon	36	Road
126406	CT9 3SP	Mr	Summers	Julian	36	Road
127509	DA3 8HR	Mr	Glanfield	Robert	61	Punch Croft
64424	RH4 2DT	Mr	Thoburn	Ian	10	Crescent
68796	BN7 2TH	Mr	Spooner	Paul A	12	Road
76432	GU24 9QJ		Patterson	Vic	Inverleith,	Bagshot Road
77990	GU27 1PJ	Mr	Cameron	Peter	25	Avenue
77990	GU27 1PJ		Kinnear	Sandra	25	Avenue
99169	TN10 3RH	Mr	Bastable	Richard	13	Fernholt
103958	TN38 9JJ		Woollett	Jerry	215	Road
126390	ME15 7RR	Mr	Holbrook	Andy	6	Way

Members List

Subject: Members List
From: louisa Smith <louisa.smith@mag-uk.org>
Date: 04/05/2010 15:34
To: east.surrey.mag@ntlworld.com

Hi Chris,

Susie has downloaded the current and expired membership as per your request, please find attached.

Kind regards,
Louisa.

Louisa Smith
Deputy General Secretary
MAG (UK) - Motorcycle Action Group

Tel: 01926 844064
Fax: 01926 844065
LOUISA.SMITH@MAG-UK.ORG
www.mag-uk.org

MAG (UK) Ltd is a company registered in England and Wales with company number 2691957

The registered offices are 79 Church Hill, Northfield, Birmingham, B31 3UB

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Attachments:

South East-May 2010.xls

980 KB

THE CONSTITUTION, STANDING ORDERS AND RULES

OF THE

MOTORCYCLE ACTION GROUP (UK)

ADOPTED BY THE ANNUAL GROUP CONFERENCE



AT Beverley, East Yorkshire on SATURDAY 9th APRIL 2011.

MOTORCYCLE ACTION GROUP (UK)

P.O. BOX 750

Warwick

CV34 9FU

TEL: 01926 844064

FAX: 01926 844065

INTERNET: www.mag-uk.org

1. Name

- i. The Motorcycle Action Group incorporated as a company limited by guarantee as MAG (UK) Ltd.
- ii. Members or affiliated bodies shall not use the name of the Motorcycle Action Group in conjunction with motorcycle club titles such as MC or MCC. Nor shall the name of the group or the initials 'MAG' be used in the name of any other company except by permission of the National Committee. For the purposes of this document the names Motorcycle Action Group and MAG (UK) Ltd may be referred to as MAG or 'the group' or 'the company'.

2. Membership

- i. There shall be three classes of membership, namely:
 - A. Individual membership (which shall include such joint, family and similar membership schemes as the NC shall, from time to time, make available).
 - B. Affiliated club membership.
 - C. Affiliated corporate membership.
- ii. Individual members shall be persons who subscribe to the conditions of membership.
- iii. Individual members shall enjoy equal rights and status within the group irrespective of age, race, religion, sex, marital status, or other distinction.
- iv. Affiliated club members shall consist of the members of motorcycle clubs or other organisations affiliated to MAG who subscribe to the conditions of membership and who benefit from the particular terms and conditions applicable to affiliated club members as shall, from time to time, be determined by the NC.
- v. Affiliated corporate members shall be businesses, incorporated or unincorporated, who subscribe to the conditions of membership and who benefit from the particular terms and conditions applicable to corporate members as shall, from time to time, be determined by the NC.
- vi. Honorary Life Membership may be granted to any person who has, in the opinion of the group conference, endeavoured in the interests of riders at great personal sacrifice.
- vii. Upon acceptance into membership all individual members shall be sent a copy of the constitution. In the case of affiliated members these shall be sent to the appropriate representative of the affiliating organisation.
- viii. Any individual member whose membership is terminated or refused shall have the right of appeal at the subsequent group conference.
- ix. Any affiliated organisation whose affiliation is terminated or refused shall have the right of appeal at the subsequent group conference.
- x. Individual and affiliated membership shall automatically terminate one calendar year from the date of payment of the annual subscription, and shall be due for renewal on that date.
- xi. Each individual and affiliated member must accept the constitution, principles, programme and policy of the group and agree to conform to the same.
- xii. No affiliated or individual member shall engage in a sustained course of conduct prejudicial to the group. The National Committee shall determine whether a member has engaged in such a course of conduct. Where appropriate the National Committee shall have regard to the activities of the member, but not to the mere holding or expression of beliefs and opinions.
- xiii. Individual members shall, upon acceptance of their application, be deemed to accept individual liability for the debts of the group. Such individual liability shall be limited to £1 and shall cease upon termination of membership.
- xiv. Standing life members shall accept the same aforementioned liability. This liability shall cease either upon their resignation from the group or upon their death. Furthermore, neither the group nor its representatives shall attempt to recover any liability from any deceased member's estate. Affiliation and membership fees shall be determined from time to time by the National Committee.

3. Objects and Articles of Association of the Group

- i. To promote motorcycling.
- ii. To represent and protect the interests and rights of riders of vehicles classed in law as motorcycles.
- iii. To give effect, as far as may be practicable, to the principles and policies from time to time approved by the group conference.
 - A. To promote measures which encourage safe and responsible road use.
 - B. To end all forms of discrimination against riders, and to oppose any and all measures that unfairly disadvantage riders.
 - C. To preserve and extend the freedoms enjoyed by riders.
 - D. To end all exploitation of riders.
 - E. To co-operate with and lend aid to riders' rights organisations at home and abroad, whose principles, policy, and programme do not conflict with those of the group.
 - F. To do all such other things as are incidental or conducive to the attainment of any or all of the above objects.
- v. The profits of the group, if any, or other income shall be applied in promoting the objects of the group.
- vi. The payment of dividends to members of the group is prohibited.

4. Group Conference

- i. The work of the group shall be under the direction of the group conference which shall itself be subject to the constitution.
- ii. The group conference shall meet once in every year and also at such other times as may be deemed necessary by the National Committee.
- iii. The National Committee shall fix the time, date and venue of the group conference.
- iv. The group conference shall consist of fully paid up individual members of the group.
- v. The basis of representation at the group conference shall be as follows:
 - A. 2 members from each local MAG branch, one being the MAG Local Representative or an appointed deputy, and one other member elected by the branch.
 - B. 2 members from each MAG region, one of whom shall be the MAG Regional Representative or a deputy appointed by the region, plus one other member elected according to the procedures of the region.
 - C. All elected National Officers.
 - D. All directors of MAG (UK) Ltd
 - E. Delegates from affiliated organisations, places being allocated on the basis of one delegate per thousand members or part thereof, subject to a maximum of 200 delegate places allocated proportionately should total eligibility exceed 200.
 - F. Any other individual paid-up member wishing to attend. All National Committee members shall be required to attend the conference except where sufficient excuse is previously given to and accepted by the NC and shall have their reasonable travelling expenses met by the group at the discretion of the National Finance Director.
- vi. All Local Representatives shall attend the conference except where sufficient excuse is previously given to and accepted by the NC.

- vii. A minimum twenty eight days notice shall ordinarily be given to members of a group conference, although the accidental failure to give notice to any member shall not invalidate the proceedings of the conference.
- viii. The quorum for a group conference shall be fifty (50) members.
- ix. The NC shall convene a special session of the group conference upon receipt of a petition by recorded delivery satisfying the following requirements:
 - A. The petition shall be signed by not less than one hundred (100) full individual members.
 - B. The petition shall give the full names, addresses, and membership numbers of each signatory.
 - C. Signatories shall have been full individual member for not less than one full year.
 - D. The petition for a special session shall include an agenda listing all items for discussion.
 - E. The special session petitioned for shall be held not later than three calendar months from the date the petition is received at the offices of the group.
 - F. No special session shall be convened less than three months from the date of the previous group conference save at the discretion of the National Committee.
- x. The Chair of the Conference shall be the National Vice Chairman of the Group who shall not participate in the debate and shall have a casting vote only whilst in the Chair. In the absence of the National Vice Chairman the National Committee shall appoint a deputy.
- xi. MAG Regional Groups willing and able to host the annual conference shall submit their proposals to the National Committee. The NC shall set an appropriate deadline for such submissions. Regions wishing to bid for the conference must submit a full plan and budget to the NC Regions should be able to meet a significant part of the cost of the conference from monies raised by their own regional activities.
- xii. The NC will award the AGC to the region submitting the proposal that, in the opinion of the NC, is most beneficial to MAG and its members.

5. Group Conference, Agenda, Proposals and Nominations

- i. Proposals for the annual group conference shall be received in writing at the Central Office of the group not later than the last working day of December. In the case of a special conference the NC may appoint a date prior to which such notices shall be sent to the Central Office.
- ii. Nominations for officers to be elected by the Annual Group Conference shall open on December 1st each year and shall close on the last working day of December. Following closure of nominations each candidate shall receive immediate notice of the names of all other candidates, together with a copy of their election manifestos.
- iii. Details of all nominations and proposals received by the cut off date shall be printed in the February/March issue of the group's newspaper and all candidates shall be obliged to submit a manifesto limited to 1200 words for printing in this issue with their nomination. Failure by any candidate to submit a manifesto shall invalidate their nomination.
- iv. Posts for which no nominations have been submitted shall be left open to nominations until seven days prior to conference, at which point nominations for these posts shall close.
- v. Posts for which no nominations have been received by the day of the conference shall be filled by nominations on the day, or failing that by co-option by the National Committee thereafter.
- vi. Except in exceptional circumstances nominees who do not attend the group conference shall be deemed to have withdrawn their nomination unless they send to the Central Office, before the date of the conference, an explanation in writing satisfactory to the National Committee. Where circumstances arise on the day of conference preventing the attendance of a nominee a satisfactory explanation must be given to and acknowledged by the conference Chair at the conference venue by telephone, fax or email. Nominees for national officers must, except where recommended by the NC, have been members of the group for a minimum period of at least twelve (12) months prior to nomination.
- viii. Proposals and nominations shall only be accepted from paid up individual members.
- ix. Emergency resolutions shall only be permitted which refer to matters that have arisen since the latest closing date for proposals.
- x. Where the conference has made a constitutional amendment, no further amendment to the part of the constitution in question shall be considered by conference for a period of three years, except where such resolutions are, in the opinion of the NC, both desirable and necessary.
- xi. Proposals shall be circulated to branches and affiliated organisations not later than two weeks prior to conference.
- xii. Voting at group conference shall be on the basis of one vote for each individual member in attendance.
- xiii. In counting votes only votes "for" or "against" a resolution shall be counted. No account shall be taken of abstentions other than that they shall be noted in the minutes on request.
- xiv. All resolutions and nominations submitted shall state the names and membership numbers of the proposers and seconders.
- xv. Decisions on matters other than amendments to the constitution shall be decided by simple majority vote.
- xvi. No alcoholic beverages or intoxicating substances may be consumed in the conference hall.

6. The Board of MAG (UK) Ltd

- i. The Board of MAG (UK) Ltd shall comprise not fewer than five and not more than seven Directors.
- ii. Each Director shall have one vote on all matters put to the vote put in Board meetings.
- iii. The quorum for a Board meeting shall be three Directors.
- iv. A simple majority shall decide all questions, except as laid down below with regard to the dismissal of Directors, which shall require a minimum of at least half of the Directors, plus one, voting in favour.
- v. The Board shall be empowered, subject to at least half plus one of its members voting in favour, to dismiss and replace with a candidate of its own choosing, any Director whose presence on the Board is deemed not to be in MAG's interests. Any such action shall be subject to ratification by the next NC meeting on a simple majority vote. Any replacement Director appointed by the Board shall be subject to election at the next AGC for a term expiring on same date that the Director replaced would ordinarily have been due for re-election.
- vi. The National Committee shall be empowered, subject to at least two-thirds of the voting members present at the meeting voting in favour, to dismiss and replace with a candidate of its own choosing any Director whose presence on the Board is deemed not to be in MAG's interests.
- vii. All directors shall be elected for a four year term subject to at least one Director being elected at each AGC. Where necessary, the Director who was least recently elected will stand for re-election.
The Board shall be overseen by the MAG National Committee, which shall take care to ensure that the Board acts in the best interests of the members it represents. On the voluntary early retirement of any Director the Board shall be empowered, by a simple majority vote, to replace the retired Director with a candidate of its own choosing. Any such appointment made by the Board shall be subject to ratification by a simple majority vote at the subsequent NC meeting.
- x. Directors appointed by the Board and ratified by the NC in lieu of another Director who has retired shall be subject to election at the following AGC for a term expiring on same date that on which the retired Director would have normally been due for re-election.
- xi. Directors of MAG (UK) Ltd shall remain eligible for election to National Committee posts and vice-versa.
- xii. Paid employees and contractors employed by MAG (UK) Ltd may be elected as Directors as a duty separate from and additional to their contractual employment. In such a case their contractual employment shall continue independent of their Board position and shall not be affected by any failure to secure re-election at any subsequent time.
- xiii. The National Committee vests its authority in the Board and empowers the Board to act on its behalf in all matters arising outside and between the scheduled regular National Committee meetings.
- xiv. The Board is empowered to act as it sees fit in all matters in which the Directors have statutory responsibilities.
- xv. The Board is empowered to secure advances from time to time or to raise loans, either on mortgage or otherwise, and on such terms as it may deem expedient: to employ any part of the funds at its disposal in the purchase of any freehold or leasehold building or site and or in the building, leasing holding or rental of any premises and in the fitting-up and maintenance thereof: and to invest any monies not immediately required in such securities as it may deem proper and to realise or to vary such investments from time to time and to appoint trustees and/or form a society, association, company, or companies in accordance with the provisions of the Friendly Societies Acts or the Companies Acts for any or all the above purposes and to define the powers of such trustees, society, association, company, or companies, and the manner in which such powers shall be exercised.
- xvi. The Board is empowered to purchase assets using the funds of the company, to lend money to such other organisations as it deems fit, to give guarantees and indemnities where required for furthering the objectives of the group and to enter into partnerships, joint ventures and co-operative arrangements with other organisations or companies where such shall be deemed to be in the interests of the group and in furtherance of its objectives.
- xvii. The Board is empowered to carry on any other activity or business of any description which may seem to the group capable of being advantageously carried on in connection with or ancillary to the other objects of the group.
- xviii. MAG (UK) Ltd shall indemnify the Directors in respect of all actions taken by them on behalf of the company.
- xix. The primary business of the Board is in relation to the running of the company and the commercial affairs of MAG (UK) Ltd and not in the generation or promotion of new policy, campaigns or wider organisational structure of which remains the preserve of the appropriate officers, NC and AGC.

7. The National Committee

- i. For the purposes of this document the National Committee shall also be known as the NC.
- ii. There shall be a National Committee of the group that shall be the governing authority of the group in political, administrative, disciplinary, organisational and other matters save those in which the Board of Directors has legal obligations and responsibilities.
- iii. The National Committee shall consist of:
 - A. Regional Representatives, their delegates or other duly elected person, elected by their regions.
 - B. The National Chairman, National Finance Officer, National Clubs Liaison Officer and National Network Communications Officer elected by the group conference.
 - C. Directors of MAG (UK) Ltd.

- D. Such employees, contractors, working group members, advisers and special assistants as are from time to time, appointed to the NC by the voting members of the NC.
- iv. It shall be the duty of the National Committee to recommend and nominate persons for election at the Annual Group Conference election as directors of MAG (UK) Ltd. In doing so the National Committee shall recommend and nominate persons who, in its opinion, have the required skills and experience to manage MAG (UK) Ltd in the interests of the members and in accordance with Company Law. NC nominees shall also be persons who, in the opinion of the NC, are trustworthy and have proven their loyalty and dedication to the work, principles and ideals of the Motorcycle Action Group. The NC shall communicate its Board nominations to the membership and shall request the members to support its nominations. Notwithstanding this fact, any fully paid up individual MAG member not nominated by the NC shall still be eligible for nomination and election by the members as a Director of MAG (UK) Ltd.
- v. The NC shall be responsible for the day to day running of the group and shall, so far as is practicable, manage its affairs in accordance with the wishes of the members it represents.
- vi. The duties and powers of the NC shall include the following:
- To abide by and enforce the Constitution and to take any action it deems necessary for such purpose, including disaffiliation, disbanding, suspension or expulsion of any affiliated or individual member found to be in breach of such.
 - In relation to any alleged breach of the constitution by an individual or affiliated member, to instruct a National Committee member to investigate and report to the NC upon such investigation.
 - To determine the meaning, interpretation or general application of the constitution in any dispute.
 - To present to the group conference a financial statement and duly audited accounts.
 - To propose to the group conference such amendments to the constitution as may be deemed desirable and to submit to the group conference such resolutions and declarations affecting the programme, principles and policy of the group as in its view may be necessitated by circumstances.
 - To organise and maintain such fund or funds as may be thought necessary for any or all of the objects for which the group exists.
 - To adjudicate in any and all disputes and complaints that may arise between members on matters concerning the group. Any member, individual or affiliated, having a complaint shall communicate such to the NC who shall resolve it in accordance with the constitution.
 - To refuse any application for membership which it considers incompatible with the interests of the group, or with the constitution of the group.
 - To appoint any National Officer or Regional Representative or equivalent in an emergency or where it is not practicable to fill any vacancy by election at the group conference.
 - To suspend until the next group conference any part of the Constitution which it deems not to be in the interests of the efficient running of the group.
 - To suspend from office until the next group conference any NC member whose conduct is considered unacceptable or incompatible to the committee.
 - To oversee the work of the Board of directors of MAG (UK) Ltd and to ensure that the Board conducts company affairs in accordance with English company law and the principles and interests of the Motorcycle Action Group.
 - To dismiss and replace with a candidate of its own choosing any Director whose membership of the Board of MAG (UK) Ltd is deemed not to be in the best interests of the Group. Such decisions shall be decided by at least two-thirds of the voting NC members present voting in favour of such dismissal and replacement.
 - To decide from time to time what priority shall be given to different items of MAG policy and how best effect may be given to them. To remunerate the Directors of the group in any manner the National Committee shall think fit.
- The quorum for a National Committee meeting shall be 9 members including six voting members and the Chair.
- ii. Meetings shall ordinarily be held not less than once every three months.
- ix. The MAG Central Office shall give a minimum of seven days notice of NC meetings to members.
- x. All decisions shall be taken by simple majority vote save for decisions on the dismissal and replacement of Directors that shall require a two-thirds majority.
- xi. The President and Vice-Presidents shall have automatic right of attendance at NC meetings.
- xii. Non-NC members may be admitted to NC meetings subject to the approval of the National Chairman to whom application must be made at least seven days prior to the meeting in question. Persons admitted under this paragraph may be excluded from the meeting if their behaviour so demands.
- xiii. The NC shall be empowered to co-opt and to dismiss additional non-voting members to assist in its work at its discretion.
- xiv. In relation to the group conference it shall be the duty of the National Committee:
- To arrange the order of the group conference agenda.
 - To appoint ballot scrutineers and tellers.
 - To composite proposals of similar intent.
 - To amend inaccurately or inadequately worded proposals so as to render them fit for debate in an efficient and business-like fashion in consultation with the proposers.

8. Regions, Regional Representatives And Local MAG Members' Groups

- i. MAG shall be organised throughout the United Kingdom on a regional and local basis for the following purposes:
- That all MAG members may be represented adequately at National Committee level.
 - That effective political action for the benefit of motorcyclists shall be organised in relation to public bodies and public representatives.
- ii. MAG members living in the regions listed below shall decide the best structure for the effective management of their region, subject to approval by the National Committee. Each region shall elect a Regional Representative, or an officer to represent the region on the National Committee. No MAG member shall participate in an election for a Regional Representative in any region other than that which they reside in. The National Committee shall determine any dispute as to the region in which a member is entitled to vote in an election.
- | | | |
|-------------------------|--------------------|------------------------------------|
| English Regions | North West England | Northern Ireland Region |
| Cumbria | South East England | |
| East Anglia | South West England | Scottish Region |
| East Midlands | Southern England | |
| Eastern England | Thames Valley | Welsh Regions |
| Essex and Hertfordshire | Warwickshire | Wales North |
| Lincolnshire | West Midlands | Wales South |
| London Boroughs | Western England | |
| North East England | Yorkshire | British Independent Islands |
- iii. The boundaries of each region shall be decided from time to time by the NC.
- iv. Only regional representatives, or other duly elected persons, shall enjoy voting rights on National Committee business, (as distinct from Board business) save where the Chair shall exercise a casting vote in the event of a tie.
- v. All regions shall hold Annual General Meetings to elect regional representatives to the NC.
- vi. The NC shall be given 28 days notice of regional AGM's and shall appoint an observer to attend on its behalf.
- vii. Regional members shall be given notice of regional AGM's by way of a notice in MAG's regular members' newspaper, such notice to appear in the issue delivered to members at least 14 days prior to the meeting in question. The accidental failure to notify any member of a regional AGM shall not invalidate the proceedings.
- viii. The regional representative or other person appointed by the NC in his or her place shall convene a special general meeting of the region upon receipt of a petition, signed by, and giving the full names, addresses and membership numbers of not less than twenty-five members, each of whom shall have completed not less than one full year's individual membership. The signatories shall be members of two or more local groups where more than one local group exists in the region.
- ix. A petition for a special general meeting shall include an agenda listing items for discussion.
- x. The special general meeting petitioned for shall be held not later than six weeks from the date the petition is delivered to the home address of the Regional Representative.
- xi. MAG members wishing to form themselves into local groups may do so and may use the initials 'MAG' in their title, and may describe their groups by reference to the locality in which they are formed, provided that:
- They agree to adopt and abide by a set of model rules drawn up by the NC and endorsed by the Group Conference.
 - Their activities are in accordance with MAG's constitution and principles.
 - They conduct their affairs in such a way as brings credit to the name of MAG (UK) Ltd and in no way tarnishes MAG's name or image.
 - Funds raised by such groups are raised for purposes in accordance with MAG's constitution, objectives and principles.
- xii. Local members' groups shall be permitted to undertake the following activities:
- The raising of money for donation to MAG (UK) Ltd central funds.
 - The raising of money to spend locally on purposes in accordance with MAG's constitution, objectives and principles.
 - The raising of money for donation to local and national charities.
 - Lobbying on matters of concern to motorcyclists.

- E. Social activities and events.
- xiii. Local groups shall decide for themselves whether they wish to organise on an incorporated or unincorporated basis. Henceforth, no company formed by a local group of MAG members shall use the initials 'MAG' in its name. Neither shall any action be taken by a local group to create any impression that such a company is a subsidiary of MAG (UK) Ltd, or that its liabilities will be underwritten by MAG (UK) Ltd.
- xiv. MAG (UK) Ltd shall have no legal call on any funds raised by local or regional groups, incorporated or unincorporated, for whatever purpose. Neither shall MAG (UK) Ltd be liable for any losses of any sort howsoever occasioned by local or regional groups of MAG members, whether those groups be incorporated or unincorporated.
- xv. Local groups shall be themselves responsible for all taxes and duties on funds raised and administered, events organised and transactions entered into by them, and shall account directly to the Inland Revenue and Customs & Excise and such other bodies as circumstances and the law shall require.
- xvi. MAG (UK) Ltd being a corporate entity separate and distinct from local and regional MAG groups, MAG (UK) Ltd shall have no liability whatsoever for any taxes or duties owed by any such group be they incorporated or unincorporated associations.
- 9. National Vice-Chairman**
- i. The National Committee shall appoint a National Vice-Chairman each year at the first National Committee meeting following the Annual Group Conference.
- ii. The National Committee may select any paid-up individual MAG member to serve as National Vice-Chairman.
- iii. The National Vice-Chairman shall serve as a non-voting member of the MAG National Committee until the subsequent Annual Group Conference, at the conclusion of which the appointment shall automatically terminate.
- iv. The National Vice-Chairman shall be eligible for election to the Board of Directors of MAG (UK) Ltd.
- v. The National Vice-Chairman shall chair all group conferences occurring during his year in office unless prevented by circumstances, in which case the National Committee shall appoint a deputy.
- 10. Amendments to the Constitution**
- i. The existing constitution or any part thereof may be amended, rescinded, or altered by resolution at a group conference in the manner provided for. Notice of resolutions embodying any such proposals must be sent in writing to the offices of the group.
- ii. Amendments to the constitution may only be made by the group conference.
- iii. Amendments to the constitution shall only be made if adopted by the group conference by a majority of not less than two thirds of the votes recorded.
- 11. Auditors**
- i. There shall be appointed, in accordance with the Companies Act, a firm of chartered accountants for the purposes of auditing the annual accounts; the audit, where possible, to be completed in time for each annual group conference, such accountants to be appointed by the NC.
- 12. President and Vice-President**
- The group conference shall have the power to elect a president of the group if it is considered desirable and necessary.
- The group conference shall have the power to elect a maximum of two Vice-Presidents of the group if it is considered desirable and necessary.
- iii. Nominees for the position of President and Vice-President shall be persons who have held national office within the group for at least two full terms prior to nomination.
- iv. The President and Vice-Presidents once elected shall hold office until their death, dismissal, or resignation.
- 13. Miscellaneous**
- i. No action may be taken in the name of the group as a whole (as opposed to in the name of a local group) without the prior knowledge and consent of the NC. Such action shall include:
- A. Demonstrations, petitions, or communications of any kind.
- B. Attendance at meetings with outside bodies and individuals as a representative of the group.
- ii. Any officer of the group convicted of a drink-driving offence shall be required to resign his/her post immediately.
- iii. Organisers of all events promoted by the use of the 'MAG' name and/or logo where the number of persons in attendance exceeds five hundred people shall present a financial account of the event to the National Finance Officer not later than three months after the event. Where the number in attendance is less than five hundred people, such an account shall be presented to Regional Treasurer of the MAG Region in which the event is held. Any current MAG individual member shall, upon request, be granted access to inspect these accounts.
- iv. Should MAG be dissolved or cease to exist, its assets shall be transferred to organisations with similar aims and objectives as may be deemed by the NC at that time. Should no suitable organisations exist, or be deemed suitable, the assets shall be disposed of upon winding up to any charities the NC considers fit.
- v. Any MAG member involved in running any MAG event or enterprise of any description who pays any form of bribe to any person either in cash or in kind or who authorises payment of the same by others or causes it to be paid in any way whatsoever shall be liable to be expelled from MAG and may be reported to the police for prosecution. This shall not be interpreted so as to prevent expressions of gratitude or donations for good will purposes to bona fide individuals or organisations in the locality but shall specifically prevent the giving of free tickets, free entry, food, drink or other benefits or facilities to persons or groups of persons aimed at securing from them the good behaviour that MAG is entitled in any case to expect from attendees at MAG events. This resolution recognises that such bribery is a misuse of MAG members' assets and moreover endangers individual members, attendees at events and MAG as a whole by creating the false impression that violent individuals and/or organisations can extort MAG. For the avoidance of all doubt any person involved in the running of events shall be assumed to have acted correctly unless the spirit of the rule has been breached.
- vi. Any member that sits on the MAG NC shall disclose to the NC any associations with any organisation that may result in a conflict of interest. In respect of such disclosures the NC is instructed to be far more rigorous in determining whether an actual conflict of interest exists as a result of that individual's membership of the MAG NC and his or her membership of or employment by other organisations directly or indirectly concerned in matters to do with motorcycling that are, or may reasonably become of interest to MAG and its membership.
- Any MAG Member handling money on the behalf of MAG or its Members shall keep proper accounts, shall obtain proper receipts for all payments made, showing the name and address of the payee and shall provide to the Board of MAG (UK) Limited such receipts, accounts and other documents as the Board may require in order to conduct an audit of the same. Any Member who unreasonably fails to comply with this clause shall be liable to expulsion from Membership by the National Committee.
- viii. Any MAG Member handling money on the behalf of MAG or its Members who does so by virtue of an office held in MAG shall deliver up to his or her successor all monies, bank or building society books, chequebooks, accounts, receipts and other relevant materials. Where the succession is unclear or is left open the same shall be delivered to MAG Central Office for the attention of the Board. Any Member failing to do so shall be liable to expulsion from Membership by the National Committee.
- ix. Any MAG Member handling money on the behalf of MAG or its Members who unreasonably refuses to permit a proper audit of the accounts for which he or she is responsible, or who withholds or destroys documentation, or who in any way deliberately refuses to co-operate with any official enquiry by the National Committee into finances for which he or she is responsible shall be liable to immediate expulsion from Membership by the National Committee.
- x. No MAG Member running an event for private profit shall attempt to pass that event off as a MAG or FEMA event, or an event run for the benefit of either MAG or FEMA unless official recognition of the same is granted by the MAG National Committee. Nor shall any Member engaged in the promotion of such an event seek in any way to trade on MAG's reputation when dealing with customers or suppliers. Any Member doing so shall be liable to expulsion from Membership by the National Committee.
- xi. MAG Members that are directors or employees of companies formed for the promotion of events that can reasonably be described as 'MAG events' (that is events that use MAG's name or logo in their promotion and / or solicit assistance from Members as volunteer helpers for the running of the same) shall be subject to the same requirements and sanctions as those acting as individuals or through non-incorporated associations, local groups or regions. The National finance officer shall sign a confidentiality agreement with these companies. It shall be understood that the intention is to protect MAG Members from having their funds misused or misappropriated and thus protect the good name and reputation of MAG and its Members generally. Any Member guilty of financial impropriety or who unreasonably refuses to co-operate with any legitimate enquiry into financial matters for which he or she is responsible shall be liable to expulsion from Membership by the National Committee.'
- 14. MAG Policy**
- i. MAG policy shall be made as follows:
- A. By way of resolutions passed by the membership at the Group Conference.
- B. By way of Interim policy statements issued by the National Committee
- ii. Interim Policy statements shall be issued as required by the National Committee.
- iii. For an Interim policy statement to be issued at least two thirds of all Regional Representatives must indicate their assent to the statement.
- iv. All Interim policy statements shall be notified to the membership by the Regional Representative, via the Local Representatives, in order that an Interim Policy Statement can be made to cover any immediate eventualities and, published in the December issue of 'The Road' at the latest, in order that any amendments may be submitted by Members in time for discussion at the AGC the following April.
- v. All interim policies shall require ratification at the following AGC.
- vi. Where an Interim policy statement is amended by the following AGC the amended statement shall be recorded as the formally ratified policy of MAG on the issue in question.

20110419, 0122

----- Original Message -----

Subject:Re: [mag-uk-nc-list] Yorkshire Proposals

Date:Tue, 19 Apr 2011 01:22:10 +0100 (BST)

From:Andy Pyatt <magsouthbirmingham@yahoo.co.uk>

To:Paul Turner <paul.turner@mag-uk.org>, "Nicki @ MAG" <nickirep@york-mag.co.uk>,
MAG NC list <mag-uk-nc-list@mag-uk.org>

Hi all

I read with interest these two proposals and am a bit confused,

The get a grip campaign is the only one to my knowledge that is completely funded by third party money thus any time paddy devotes to this does not cost MAG UK a penny, so the time he is spending on campaigning on the other issues mentioned means he works for free.

I fail to see the problem with this as it seems to be a win win situation, maybe i am missing something?

It might also be remembered that the get A Grip campaign is a very powerful selling tool (i guess i am now speaking with my sales rep hat on). It's what we call in sales a USP or unique selling point. For example when you are on a stand at a bike show like the NEC it is something that no one else is promoting so attracts attention as its different, it is then easy to sell the benefits of MAG and show how we are trying to improve the riding conditions for bikers by forging alliances with manufacturers, utility companies and government departments.

I sold memberships at the show directly on the back of get a grip and whenever i do other local events it is greeted with great approval by the bikers i speak too.

I am struggling to understand the resentment to the campaign which has done more good for MAG's profile than anything else I can remember in a long time.

As far as the regions go, ask yourselves why around 50% do not have Reps. In my humble opinion they are just too large.

Does it matter if the NC doubles in size, smaller regions will result in tighter regions, local knowledge is the only way to get new local groups going and smaller areas which can be managed. The old model that has been in place for a few decades doesn't work.

If a model works for one part of the country then it should be encouraged in others, I guess you can use Warwickshire as a test case and see how we can develop over the next 12 months.

It should also maybe remembered that many hands make light work and enthusiasm should be encouraged.

20110426.0915

Neil F Liversidge

From: West Riding PFS Ltd[neil@wrpfs.com]
 Sent: 26 April 2011 09:15
 To: 'Paul Turner'; 'Pete Walker'; 'Ian Mutch'
 Subject: In Confidence

Hi Paul

I am worried that MAG lost £27k last year. I am more worried though by the fact that the NC on the whole is so blasé about the loss and also by the fact that some members are clearly happy to try and snow the members; witness Sheila's out-of-context quoting of figures that do not properly reflect the nature of major donations in the context of overall annual income; something she immediately collapsed on, of course, when I pointed out that we're not all thick.

Most of the NC probably do not understand MAG's finances; certainly most never did when I as Chairman; you have to limit their pocket money as with kids. That is a dangerous situation because if nobody is firm with the finances then they will just spend MAG into destruction as the equally useless BVMF management have done with their organisation. To put it bluntly MAG is now running a budget deficit. A budget deficit is a financial situation that occurs when an entity has more money going out than coming in. The term "budget deficit" is most commonly used to refer to government spending rather than business or individual spending. In the national context a budget deficit is also known as the "national debt." The opposite of a budget deficit is a budget surplus, and when inflows are equal to outflows, the budget is said to be balanced. MAG's budget is clearly not balanced and unlike a government MAG has no tax raising powers. Neither in reality does it have any realistic borrowing powers unless the officers want to start offering their personal property as security which I presume they don't; it certainly can't sell bonds. MAG therefore is limited to the income it can earn and/or attract in the way of donations and subscription.

A further concern is that elected people should employ paid people to do the jobs they were elected to do. I refer to the employment of a finance officer. Over the years we have had good bad and indifferent treasurers. I had one good one – Julie Stevenson – who was preceded by the indifferent Trefor Heywood. Trefor simply acted as a bean counter so I had to crack the whip on spending or we'd have gone bust; he had no force of personality. Julie cracked the whip herself and I was always grateful to have her. You have to recognise they types. Basically these fall into three categories;

1. People who just want to be on the NC so get themselves elected with or without the technical skills but usually without the right motivation to actually do any useful work. (This applies to all NC jobs; not just that of Treasurer.)
2. People with technical skills on Sage / Excel etc who are in reality bookkeepers – bean counters – or techies but with no financial acumen. They have their uses but the finances will need to be strongly managed by a firm Chairman who must also be prepared to take the hate which the treasurer should otherwise be taking. (This is why PMs have Chancellors.)
3. Treasurers with financial acumen and force of personality.

Julie was in class (3) definitely, Trefor and his predecessor Duncan somebody-or-other in (2). I don't know your current treasurer so I do not pre-judge him. I am not clear whether he is in (1) or (2) but he certainly does not come across as being in (3). I don't know what he is doing if MAG is employing a finance officer to do the nuts and bolts of the job. If he isn't being tough on spending then you must be.

Re' the rest, I've no doubt Nich and Paddy are both doing a good job but the CO headcount overall is excessive given that MAG's membership is now at its lowest in 20 years and well below half its peak around the end of the 80s/early 90s.

I have not had time to go through the books of MAG and MAP but one thing does occur to me and it is this: If MAP Ltd and Stormin are paying any corporation tax then you should look at having both events run nominally by MAG (UK) Ltd so that carried forward losses MAG has run up can be offset.

24/03/2013

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As MAG looks like running on a break-even at best for the foreseeable future, doing this would effectively get rid of any CT liability. Obviously though there are political considerations in this so if it's going to be done it needs to come from you and the leaders in Yorkshire and NEMAG; if I broach it all the nitwits will just cite it as evidence of my long-term plan for world domination.

Finally:

1. For the record Paul, I thought you gave me frank and fair answers but the idiot Pyatt did you no favours by continually trying to prevent questions being asked. AGC is the one time when the sub-payers get to ask questions. He is pissing in the wind, but if he is allowed to speak – or give the impression that he speaks – for the NC when he tries to obfuscate and bluster, then that reflects badly on the NC.
2. Nich and Paddy would be well advised to keep out of inter and intra-regional politics.
3. If the admin of West Mids is a problem then I suggest you encourage the right people in West Mids to make Eddie Regional President for Life and let him 'retire' from the RR position with honour in favour of somebody more IT savvy who is able to get around the region a bit easier.

I'm copying in Pete Walker as nobody has more involvement in actually earning money for MAG as opposed to spending it; also Mutchie who has been around the block.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS
Managing Director

West Riding Personal Financial Solutions Ltd, Authorised and Regulated by the Financial Services Authority.

West Riding Personal Financial Solutions Ltd is Registered in England as Company Number 5142989.

Registered Office is at 17A Sagar Street, Castleford, West Yorkshire, WF10 1AG.

Website at www.wrpfs.com

Tel 01977 808600; Fax 01977 667601; Mobile 07904 332531; Residence 0113 2869332.

As you can see, we aim *always* to be available for our clients.

Our Mission: *To Deliver Honest Advice in Plain English*

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20111005. 1437

----- Original Message -----

Subject:Re: I need to talk to you...

Date:Fri, 07 Oct 2011 11:36:52 +0000

From:Paul Turner <paul.turner@mag-uk.org>

To:Paddy Tyson <paddy.tyson@mag-uk.org>

Are you serious about it then, if so you can ring me if needs be

Paul

On 07/10/2011 10:24, Paddy Tyson wrote:

> Damn, just no time!!
> Still doing the ROAD and shed loads to organise before tonight. That's
> before I start the emails! Sorry!
> It appears that even in resignation I'm unprofessional!!

> On 07/10/2011 11:58, Paul Turner wrote:

>> Do you still want to talk to me? in the office now all day, camping on
>> site,if you can call the camper camping
>>
>> Paul

>> On 05/10/2011 14:37, Paddy Tyson wrote:

>>> Paul
>>> I need to talk to you about accepting my resignation, preferably
>>> before Saturday if that's possible
>

From: Paul Turner [mailto:paul.turner@mag-uk.org]

Sent: 02 November 2011 08:14

To: West Riding PFS Ltd; jol lawson; jol lawson

Subject: Directorship

Neil

Spoken to two of the remaining four directors, one left to speak to however the two spoken to agree to you coming on Board, they do have reservations, but that was because of your history, they have not spoken to you and heard what you can do, (ITV chat we had).

So even if number 3 disagreed I agree so thats it, welcome on Board.

I have spoken to NIch as well, again some reservations but happy for you to become involved.

As far as Company Secretary goes, we have an offer for somone to stand in as temp secretary till April, then once you are ratified at AGC then you can take over Company Secretary.

See you in December.

copied Jol in on this as well, I can see intersting times ahead.

Paul

From: Neil F Liversidge [neil@wrpfs.com]

Sent: 02 November 2011 09:24

To: 'Paul Turner'

Cc: 'jol lawson'; 'jol lawson'

Subject: RE: Directorship

Thanks Paul. For the record I do not apologise for any of my 'history'. I stood up to those who most bikers run a mile from and I took on people who were stealing tens of thousands of pounds from us. All was at significant personal cost to me and with minimal support from those who had a responsibility to support what I was doing on MAG's behalf. Anyone concerned about my 'history' has either something to be ashamed of or has been fooled by reading the neo-Stalinist version written by those who had plenty to be ashamed of.

I am also unaware of any organisation where the directors appointed to run the company by the shareholders need the approval of the employees.

Anyhow, so I can make a start can you please:

1. Let me know the date, start time, venue of next Board meeting. Expected finish time and accommodation arrangements / local availability if it's a late finish. If people normally sleep on the floor as we used to at the old MAG central I'll rent a room at my own expense; I'm through sleeping on floors.

2. Ditto for the NC the following day. I presume Directors still have ex-officio attendance rights.

3. Let me have the job descriptions and CVs of all current staff on the payroll. (If they don't exist or there are gaps then I need to know.)

4. Let me have, if they exist, whatever documented procedures we have for Central these days. By way of example I enclose a set of procedures I wrote for this place. (I have others as well - about 200 pages in all!) With stuff like this documented you can slot people in more easily to cover absences, hire temps etc. If this kind of documentation does not exist then it needs writing by the staff as a priority.

5. Have me put on the relevant email lists so I can get up to speed.

6. Confirm position re' the new database and let me have sight of the tenders.

7. Let me know of anything you think needs my urgent and special attention. Obviously I am making a start with the items listed above that I know are of concern to members, which is what puts me where I am now, but I really need your perspective as well. If you can spare any time this weekend - Sunday ideally - I'll travel up to yours and take you out for a pub lunch. I need to get back up to speed asap.

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Finally, for the record Paul - and I should not need to say this, but the comments relayed above prompt me to; I am not in the slightest interested in what happened 10 years ago and I do not have any scores to settle. However, on that basis, it would be very foolish indeed for anyone to bowl history at me, because if they do they will find the ball hit back at them a lot faster and harder than they delivered it.

Anyway, let's get on with it, there's obviously a lot to be done.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Managing Director

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Neil F Liversidge

20111104.0149 / 1

From: Ian Mutch[theroad@mag-uk.org]
Sent: 04 November 2011 01:49
To: NeilLiversidge
Subject: Some thoughts
Mutch's shopping list of wants

Membership database system

Website and adequate IT broadband connection to office

Direct debit for membership

Up to date list of all reps email addresses

Up to date list of all clubs email addresses

In the absence of a clubs officer I've been trying to mail the clubs information and seek their help in raising money for MAG, well over half of all the addresses failed. Been prodding Louisa for months but restrained by the fact that she isn't well.

The reps list may not be much better. When I ask the regional reps via the NC list anything that requires them to be in contact with their reps it becomes abundantly clear that they are not.

Bill Pugsley is supposed to be reps liaison officer but has practically been in suspended animation since he took the role on. I ask him every few weeks if he has an up to date list of reps and the answer is no ie we don't have the bare bones of our internal communication system.

Nich and Paddy seem to be in a state of continuous exasperation over the way Andrew Meredith controls our IT but seem to be in a state of unending paralysis to do anything about it. Not clear to me why we can't get a remote server via an independent company as I have for my website, I might be missing something here though.

Pat always seems to be in command of the finances which is why I'm a tad stunned by the story you've been given.

I disagree with Pete and maybe you too about Paddy. He certainly isn't a traditional MAG mind but he has a huge amount to offer and delivers to an extraordinary degree. I don't think we should underestimate the significance of the new groups he has set up. He's rebuilding the skeleton of MAG and yes the regional reps should be doing this but they aren't. Paddy has a tremendous ability to enthuse and a level of energy and commitment that dare I say it, approaches your levels, albeit he is paid to do this. Now I know I once said that we should never take on anyone who doesn't think the helmet law should be repealed and in defending him I am flying in the face of that maxim and I think at one point we will lose him even if he isn't laid off. The conflict between trad MAG and his vision will doubtless frustrate him. I see him a bit like the supporters of nuclear power see nuclear power stations. They recognize the risk that the nuclear force could screw up the culture its supposed to serve but so long as the reaction can be controlled the resulting electricity is very useful. Paddy is bluntly unsympathetic to any effort to revisit the helmet issue and doesn't like me even mentioning it. He doesn't put that much pressure on me and he'd be wasting his time to do so but he does it from time to time.

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2011/10/4. 0149

Some thoughts

Page 2 of 3

2

I take your point about MAG's culpability in letting him race around the country in his zealous mission and while I find the dedication impressive it is loony and we should be stopping him.

Nich works too hard too but sometimes he is too conscientious or too careful. The delay over the drunk motorist who killed the biker was a perfect case of prevarication caused by too much thinking. Probably his concern over upsetting Meredith has delayed us getting a better arrangement for our IT.

The issue of Get A Grip epitomizes the cultural distinction between trad MAG and Nich and Paddy. I support the campaign however as it assists recruitment and gives us something to throw back at the safety lobby in lieu of barmy legislation. That said, I say it isn't riders rights it's road safety where as Nich argues that it is. Quite a few people in Yorkshire see it as I do ie it's mission creep or it can be if we view it as core issue as distinct from a tactic. How we view it is critical to who we are.

I suspect Paddy will never feel empathy with the traditional MAG mentality so it will always be a problem but then again MAG is a broad church and as long as the nuclear reactor can be controlled I am in favour of it.

The issue with Bruiser brought this to a head. Paddy is not as diplomatic as Nich and sees Bruiser as an obstacle to MAG's progress. I think he's wrong and besides liking Bruiser and being much closer to Bruiser culturally in a MAG sense than I am to Nich and Paddy I made it a personal mission to get Bruiser to withdraw his resignation. Paul was too slow on this one and I don't think really recognized the damage that Bruiser's resignation would do to confidence in MAG in Yorkshire and elsewhere. I went to Bruisers and we went out to dinner and with help from Pete we beat out a series of conditions on the basis of which he would continue in his role. I was hugely relieved that he has stayed on board.

I know Pete thinks that Nich and Paddy would be happy to wave me goodbye as a dinosaur who will always put the brakes on the newMAG project. They are right in that I will never let go of traditional values as I don't want to see my ski school analogy come to pass. (give up the climb to the summit and run a profitable ski school at base camp).

Pete has this idea of a chief exec who will oversee the office and get priorities sorted but it seems to me like the last thing we need at least another salary for such a purpose is the last thing we need. I certainly wouldn't want to see Paddy axed in favour of a chief exec.

If the financial position is as glum as you've been advised then my first thought would be to use it to pressure SSC, the manhole people, to employ Paddy via the Foundation. In the course of promoting GAG he would need to continue building MAG's local group structure as decisions on fitment of covers is a local responsibility so we could end up with an elegant solution. More thoughts later, hope this is helpful.

3083
was blank

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Subject: IMPORTANT and CONFIDENTIAL: Members of the Board of MAG(UK)Ltd

From: Nich Brown <nich.brown@mag-uk.org>

Date: 04/11/2011 16:11

To: Paul Turner <paul.turner@mag-uk.org>, Den Powell <den.powell@mag-uk.org>, Dianne Pugsley <di.pugsley@googlemail.com>, "Pat van Aalst M.A.A.T" <pat.van.aalst@mag-uk.org>

I am writing to the Directors alone on the following matters and would request that discretion is used regarding wider discussion of the content of this email.

There are some things I need to clarify / confirm with you asap. I have included the text of Clause 6 of the MAG(UK) Constitution at the foot of this email for reference.

Steve Nykas - I removed Steve from the Board email list on Monday as requested in an email from Paul. However, I have not yet removed Steve from the Register of Directors; this was implicit but not specifically requested in Paul's email and it has been suggested to me that there may be a feeling that he is too valuable an asset and that his resignation could be refused and/or he be re-instated. *If I do not hear to the contrary before Monday I will ask Julie to remove Steve from the Co.S House register as a Director and Company Secretary. * Should that be the case there would be four remaining Directors of MAG(UK)Ltd. ie; Paul, Di, Den, Pat - leaving three vacancies.

I understand there may be a volunteer to stand-in as Co.Secretary but I am not sure who that is. Be aware that it is no longer a requirement for companies to have a Company Secretary - assuming Steve's resignation stands, you either need to appoint a new Company Secretary or make a resolution not to appoint one and make alternative arrangements - this would ultimately require a change to the articles and memorandum of association, but it may be no bad thing to review the existing ASM in any case.

Clause 6.i. states that "The Board of MAG (UK) Ltd shall comprise not fewer than five and not more than seven Directors." in which case you would need to appoint at least one more Director asap.

Clause 8.ix. states that "On the voluntary early retirement of any Director the Board shall be empowered, by a simple majority vote, to replace the retired Director with a candidate of its own choosing. Any such appointment made by the Board shall be subject to ratification by a simple majority vote at the subsequent NC meeting."

As far as I have been told, there are two candidates, so one remaining vacancy.

Selina Lavender - I believe Selina is to be invited to the next Board meeting for consideration as a Director of MAG(UK)Ltd. Please let me know if this is still the case. If co-opted as a Director in December I can arrange for her to complete the forms required to register as a Director of MAG(UK)Ltd on the night of the Board meeting.

Neil Liversidge - Neil advises me that Paul has confirmed him as a member of the Board and has subsequently sent me a copy of Paul's email confirmation to him and Jol (below), which I had not seen and which indicates that a default vote has been taken - did that vote also approve Selina's appointment?

*Do you wish me to send Neil and/or Selina the forms to appoint him/then a Director of MAG(UK)Ltd. in advance of the next Board/NC meeting? *If so, you may want to consider getting NC approval first.

A section of Paul's email below has been highlighted by Neil, I should like to clarify my position.

When the Chairman asked my view of the suggestion that Neil be appointed as a Director my response was this:

1. it is difficult for me to comment given my history with Neil
2. it is for the Board and the Group to decide who it appoints as Director
3. if Neil brings his strengths and experience to the role it would be beneficial
4. if there is a repeat of behaviour seen in the past it will be the opposite

I read Paul's assertion in his subsequent email to Neil and Jol that I am 'happy' as a well-meaning example of diplomacy trumping credibility.

Let me make it very clear that I have no intention of resigning and will work as constructively as I can with whoever is duly appointed as a Director or elected officer of MAG(UK), but this does highlight the need for proper succession planning for my role.

Nich

Subject: Info
From: "Neil F Liversidge" <neil@wrpfs.com>
Date: 10/11/2011 09:40
To: "Nich Brown" <nich.brown@mag-uk.org>

Hi Nich

As you are no doubt aware my nomination, by Yorkshire, to the Board, is currently on something of a go slow. However, whilst my appointment may be on a go-slow, I am not.

This is a request for additional information to add to the previous please, to let me have asap:

- * Current names number and location (region) of all current functioning MAG local groups.
- * Names and location (region) of those local groups who ran fundraising events of any kind during MAG's last financial year (forget charity type events, toy runs etc.)
- * Donation to MAG Central from those events.
- * Total donations per region including the above information.
- * Equivalent information for the previous two years to provide perspective; e.g. whether increasing or decreasing.

As you can probably discern, I am trying to get up to date with how broad - or narrow - our funding base is these days. Again this is something the Board should know in order to do its job right by making informed decisions. Group numbers also of course indicate breadth of our local campaigning potential viz. the political side so useful to have in that regard also.

I thank you in anticipation

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Subject: Urgent steer needed for handling requests from Neil Liversidge

From: Nich Brown <nich.brown@mag-uk.org>

Date: 10/11/2011 12:44

To: "Pat van Aalst M.A.A.T" <pat.van.aalst@mag-uk.org>, Paul Turner <paul.turner@mag-uk.org>, Den Powell <den.powell@mag-uk.org>, Dianne Pugsley <di.pugsley@googlemail.com>

I am writing to you individually as voting Directors, if you wish me to circulate to the full Board list please let me know.

Below is another email from Neil requesting information, this time about the capacity of local groups for raising cash and doing political work asap. I have not responded further to Neil's earlier requests and I do expect there will be further requests. This sort of information is important to understanding the way the organisation is currently working at all levels and for planning the future. However, I am aware of your concerns regarding Neils nomination and I need to respond to what the current Directors want. In short, we will look into whatever you wish us to but we need to know how you want us to prioritise these requests, so;

- a) do you wish us to work on providing info requested by Neil before the co-option decision is made at the December Board/NC?
- b) if so, I need to know what level of priority you want us to put on requests from Neil
- c) if not, then Neil needs to be informed

Regarding the specific requests below... Donations sometimes come from specific local groups and sometimes we get combined donations from regions; unless the region provides a breakdown of how much of each donation came from specific local groups vs regional activity we don't have the detail Neil is asking for. There have been some changes to our accounts structure that will allow more of this detail to be provided in future, but I do not believe we can provide that detail for previous years. I know Pat has been working on some of this already so his view may be more optimistic.

Please let me know how to proceed.

Nich

Manifesto for MAG Directorship, 9 December 2011
Neil F Liversidge, 23660

I hereby submit my nomination to a Directorship of MAG (UK) Limited.

I can offer MAG the following skills and experience:

1. A complete grasp of all the facets of MAG – members, groups, administration, promotional, political – and how they interconnect and interrelate.
2. Exceptional communications abilities via all media.
3. Exceptional campaigning abilities and a willingness to stick my head above the parapet when something is worth fighting for.
4. A proven track record of success in business. I have not just managed businesses started by other people, I have started and made profitable new businesses from scratch and have been managing people since the age of 19.
5. A willingness to take hard decisions based on the facts, dealing with difficult people if I have to, and an ability to discover what the facts are in any situation.
6. 30 years' experience in MAG which I joined at age 17.
7. A record of having run MAG successfully at a surplus (which would be a 'profit' if MAG were not a non-distributing company) for 13 consecutive years, achieving numerous political 'wins' in the course of the same.
8. Motivation, determination, and a complete lack of trepidation.

CV

Business

I served as a main board director of a PLC in the late 1980s, when I was in my 20s, and as a senior manager in two PLCs from 1991 – 2002 before setting up my own businesses from 2004 onwards. I currently run my main business (West Riding) plus a financial services recruitment business and a property business. I started all these from scratch and all run at a healthy profit. Within these businesses I have developed my own systems which are fully documented, thus enabling me to integrate new staff quickly and profitably. Another new business, Vets Assured, is on the stocks. I also currently serve as an elected non-executive Board director of AIFA Ltd.

Broadcasting

I work with the BBC providing financial and general news comment.

MAG

Continuous member (no 23660) for 30 years since 1981. Local Rep 1988 – 2003. National Chairman 1989-2002. Founded FEMA. Devised many successful campaigns for MAG including that which gave old bikes parity with cars for a free tax disc. Devised and implemented (via Wakefield MAG which I founded) the successful model group concept. Regained control for MAG of its major fundraising event from those who had effectively stolen it. Wrote most of the current constitution, reps and officers job descriptions. Represented MAG at the highest levels nationally and internationally. Holder of the MAG Freedom Award and the Fred Hill International Award of NCOM (USA).

Personal

Married with 3 kids, two huskies and a cat, a 2005 Harley Road King, a 1949 Triumph Bobber ('49 Thunderbird engine in a '59 frame), a 1966 Triumph Bonneville chopper, a 1982 Suzuki GS850 currently being rebuilt as a café racer and a Suzuki GS650 of uncertain age in bits for a rebuild.

Nominee:	Neil F Liversidge	Ordinary Member 23660
Proposer:	Nicki Gage	Yorkshire Regional Rep Member 124814
Secunder:	Jolyen Lawson	Life Member 97448

Subject:
Central Office and election of National Chairman
From:

Nich Brown <nich.brown@mag-uk.org>

Date:
13/02/2012 13:28

To:
Paul Turner <paul.turner@mag-uk.org>, Ian Mutch <theroad@mag-uk.org>, Selina & Pete <selinaandpete@sandp.orangehome.co.uk>, Den Powell <den.powell@mag-uk.org>, edinburghmag <edinburghmag@aol.com>

I'm limiting this email to members of the Board who were present on Friday and the President.

Following the discussion at the Board on Friday night and subsequent communication received by staff at Central Office, I think I should make the following crystal clear and would be very happy for the content of this email to be made known to anyone else who has been drawn in to this conversation.

Central Office staff do not attempt to 'shoehorn' AGC candidates in to position. I have asked all members of staff whether they have lobbied for or against any candidate so far (the answer is no) and impressed on them the need to refrain from doing so and to be especially careful about how they express views regarding any of the candidates in the run-up to the election. However, it would be both impractical and iniquitous to bar staff who are MAG members from taking part in private conversations (but that is a world away from active lobbying). One member of staff did agree to second a nomination for the Board but an alternative seconder was found before the nomination was published.

I trust that will allay any concerns that might be circulating. If not, please speak to me directly.

It is very important that Central Office staff be able to work with whoever is elected without prejudice on either side. Any rumours that might spread about whether staff members are openly lobbying for/against candidates, or any cases of candidate lobbying on the basis of their support/opposition to individual members of staff can be very damaging to all concerned.

It is perfectly legitimate for candidates to campaign on issues about how Central Office and staff should operate. However, I would hope that none of the candidates have, or will be, making individual members of staff in to an election issue. This would be grossly unfair to individual members of staff who are not in a position to take part in such electioneering.

This raises the question of secret ballot as we have contested elections for the Board and National Chairman - I believe this is how the election contest for National Chairman was last counted. Members may be concerned that they will be scrutinised for signs of partisanship when they cast their vote at AGC, while staff or NC/Board colleagues might be concerned about their working relationships post-election with candidates for the various posts.

Paul - I would suggest the question of secret ballot be put to NC quickly so that arrangements can be made (in any case, we ought to be prepared to hold a secret ballot if members attending AGC ask for it).

Nich

Neil F Liversidge

From: Neil F Liversidge[neil@wrpfs.com]
Sent: 14 February 2012 23:13
To: 'Paul Turner'
Subject: RE: FW: FORMAL COMPLAINT

Anything you need Paul, just shout.

Let's get one thing straight though. Some people think I'm after Nich's head. I'm not. If I was running it tomorrow I'd keep Nich for definite. Paddy I'd need to talk to and be convinced. The admin team I would slim down to two max and I'd be looking to contract routine work out. We have to live well within our means, not hand to mouth.

What concerns me is that I spent 16 years of my life putting MAG – and later FEMA – on a proper footing whereby things were done professionally, we needn't go in fear, and all round we were a class act. Now bit by bit it seems to be deteriorating, not because anyone is trying to screw it up deliberately but just because basic principles are not being adhered to. That which is the subject of my complaint is a prime example. The fact that the Board and NC – and secretariat judging by Nich's appeal to the NC re' Board elections – can't read their own constitution is another. (Refer my email via Nicki.)

As Chairman I used to spend 35 – 40 hpw on MAG business, and half my work holidays. No way on this planet am I doing that again so anyone who thinks I hanker after the Chair is nuts. I could only do it because I did a 9-5 job. 'Losing' the Chair actually freed me to do what I'd wanted to do for years – start my own business. Now I spend 70-80 hpw on that and I'm certainly not binning it for MAG. Yes I would give MAG a certain number of hours, hence I was prepared to go on the Board, but that's all. Okay, they concocted a reason not to have me – big deal. Sticking to making money is no great hardship. That said though, I've a Road King, a 1950 TBird Bobber and a 1966 Bonnie Chop that I want to ride unhampered 'til I die without having to dress up like a fluorescent bogeyman. I feel like Pacino in GF3 – I'd like to be out but I'm dragged back in. Plus my friends are important to me, and it grieves me to see them let down. Paul Hammersley has a letter in The Road this issue I see, he's a veteran and hero of the real days of struggle. It's nice to see he's still around, but it's all going to be for nothing if slackness screws it up and we can't rejuvenate.

Dilemma or what?

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS
Managing Director

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Registered Office is at 17A Sagar Street, Castleford, West Yorkshire, WF10 1AG.

Website at www.wrpfs.com

Tel 01977 808600; Fax 01977 667601; Mobile 07904 332531; Residence 0113 2869332.
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Subject:
Manifesto
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
24/02/2012 13:31
To:
neil@wrpfs.com

Dear Neil

Paul has forwarded me a scanned image of your manifesto, it would be helpful if you could send me a Word version so I can circulate it as a smaller file size and also put it in a consolidated document with all the other nominations.

I'd like to get this out today so will use the scanned version if I don't hear from you.

All the best

Nich

Subject:
RE: Manifesto
From:
"Neil F Liversidge" <neil@wrpfs.com>
Date:
24/02/2012 13:31
To:
"Nich Brown" <nich.brown@mag-uk.org>

Herewith.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Managing Director

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Subject:
Elections for Directors of MAG(UK)Ltd
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
24/02/2012 16:56
To:
MAGNC <mag-uk-nc-list@mag-uk.org>
BCC:
jonobroad@talktalk.net, Andrew R Phillips <wusau@hotmail.co.uk>, chopperguy0@gmail.com, neil@wrpfs.comneil

NC and nominees for election at AGC

Election of Directors take place as part of the Annual General Meeting of the company MAG(UK)Ltd, which is conducted by the Chairman of the Board (Paul - who is not up for election this year).

We will make all the manifestos (including those that did not appear in TheROAD) available to members by various means before the meeting.

At this stage the candidates for Director of MAG(UK) Ltd are;

- * Jonathon (Jono) Broad
- * Selina Lavender
- * Jol Lawson
- * Neil Liversidge
- * Andrew (Max) Phillips
- * Steve Wykes

Manifestos submitted by each candidate are attached.

Best of luck to all in the election

Nich

Attachments:
AGC2012 Nominations and Manifestos for AGC booklet etc.odt 18.1 kB

Subject:
Re: [mag-uk-nc-list] Elections for Directors of MAG(UK)Ltd
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
27/02/2012 10:42
To:
neil@wrpfs.com
CC:
'Paul Turner' <paul.turner@mag-uk.org>

Hi Neil

the question of how many directorships are to be contested is still in flux and so I sent the manifestos we have in at the moment and as published in TheROAD - you will see the document is in draft format, it will be revised before AGC as necessary and if we need to communicate with anyone about the status of their candidacy that will be done at the first opportunity.

As you can see, Max Phillips is in an election contest with Den Powell for the position of National Chairman, his manifesto is also in support of that nomination.

Re you email 'Who gets the writ', I am not aware of anyone trying to deny you your constitutional rights. I'm assuming you are asking (rhetorically) who would the writ be served as a representative of MAG in the event that AGC decided to follow a course of action you did not approve of. I have no doubt the NC will take the necessary steps to agree a course of action and explain the position prior to the elections at AGC. Hopefully you will be satisfied with the outcome.

Nich

Subject: RE: [mag-uk-nc-list] Elections for Directors of MAG(UK)Ltd
From: "Neil F Liversidge" <neil@wrpfs.com>
Date: 27/02/2012 11:10
To: "'Nich Brown'" <nich.brown@mag-uk.org>
CC: "'Paul Turner'" <paul.turner@mag-uk.org>

As I had a valid nomination on the premises at central on 9 December, witnessed and now confirmed by at least two who were present, for one of at least two places at that time vacant, and as there was only one other nomination in between the 1st and 31st, – Selina's – my directorship is not in flux.

I understand that both Den and Max were nominated after 31 December, thus laying nominations for the Chair open until 7 days pre-AGC. On that basis my manifesto for the Chair follows shortly.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS
Managing Director

West Riding Personal Financial Solutions Ltd, Authorised and Regulated by the Financial Services Authority.

Subject:

You might want to reconsider your remarks on Facebook.

From:

Nich Brown <nich.brown@mag-uk.org>

Date:

29/02/2012 12:21

To:

neil@wrpfs.com

CC:

Jolyon Lawson <jolyon23@gmail.com>, Pete Walker <pwalker@maphq.karoo.co.uk>, "Nicki @ MAG" <nickirep@york-mag.co.uk>

Dear Neil

I wrote the following last night and then slept on it. Today I note your latest posting states you consider 'what's past is washed', yet the accusations remain uncorrected. Both Jol and Pete have made a point of assuring me that you do not see your candidacy for the Board as an opportunity to give effect to your personally animosity. Your willingness to use social media as a vehicle to spread groundless accusations and encourage others to follow your lead does not support that view and I hope you will consider doing something constructive to remedy the situation...

a couple of people have got in touch about your Facebook posting in which you make claims about my actions in respect of your nomination for the Board of MAG(UK)Ltd:

/"Apparently Mr Brown's line is that he had to receive the nominations personally or they are invalid.../"

/ It is up to the Members; do we stick to the Constitution that we all collectively put in place, clause by clause , over the last 23 years? Or do we just burn it down and let Mr Brown decide who runs MAG?"/

I believe you are well aware that I have not said those things. I have made it very clear that I regard your nomination as being valid at several points; in my email to the NC on 24th February and in conversations with the National Chairman as well as Jol and Pete earlier this week (before I saw the above). The only issue has been around the date of submission. It is the case that I had not seen your nomination and manifesto until you sent a scanned copy of it to the Chairman last week, he then passed it on to me and I circulated it that same day wishing you and the other candidates good luck. One of the third-parties posting an open response to your public comments on Facebook asserts As neil has stated, he did hand in his manifesto twice before the december deadline by hand but for some reason it was rejected and the other was lost in the post even though he had a proof of deliver- if this is true please let me have details of the proof of delivery so I can investigate.

Nor have I said that nominations have to be received by me personally in order to be valid. This should have been clear to you when you posted your comments on Facebook as it was at about the same time you emailed me regarding various aspects of the Constitution, prompted by an email the NC meeting had asked me to compile for NC to discuss their concerns about the process for elections and so that they could consider the best way forward. In that email you saw that I wrote:

In the absence of specific and differing instructions, the process for nominating members of the Board to be elected at AGC can be reasonably assumed to that described in Clause 5.ii (in much the same way as Clause 5.ii does not specify

nominations must be received in writing by Central Office because it is implicit from following the instruction in Clause 5.i "Proposals for the annual group conference shall be received in writing at the Central Office of the group not later than the last working day of December.") At the last working day of December 2011, only one nomination had been received in writing at Central Office for a position on the Board to be elected at AGC2012.

You chose not to comment on this part of my email; that suggests assent and would normally be taken as such.

You will also have read in that email that I correctly advised NC "... this is only my perspective and ultimately it is for NC to advise Conference (see clause 7.vi.C)". Your proposer and seconder are on the NC and you were given an opportunity to comment through them. Clearly I am not attempting to decide who runs MAG.

For the record, on 3rd January (the first working day after the deadline) I wrote to NC saying that we had only one nomination and that it was from Selina. I emailed again on the 7th and 8th of February attaching the manifestos. Nominations were discussed at NC on the 11th February. I emailed the NC again on the 13th, 14th and 16th about this. Your proposer and seconder as members of the NC were both party to these discussions but nobody raised this point until the night of 22nd February and the only other communications I had about it were from members of the Board/NC asking if Central Office had received the nomination for election at AGC which the Board invited you to submit when they declined to co-opt you or Selina.

When the Board first considered co-opting you I gave them a genuine assurance that I am willing to work with anyone they or the members might ask me to. Let me be crystal clear, that applies even if you take your post without a popular mandate.

Nich

On 29/02/2012 14:16, Neil F Liversidge wrote:

Nich,

Thank you for your email below though I must say that it strikes me as being unprofessional for you to write in such provocative terms.

Being employed by the group does not mean staff have to accept being publicly abused. I asked you to reconsider the unfounded personal attack you made on facebook, I believe I set out my concerns factually and robustly without being abusive.

Something can only be 'corrected' if it is wrong. For me to believe I had wronged you I would need to believe that other people who I completely trust had lied to me. I do not believe that.

Nominations do not have to be received by me to be valid, the members have the final say, the Constitution has to be respected, I do not decide who runs MAG. I have no wish for things to be different, your accusations are damaging and grossly unfair.

I note your incorrect accusation that I bear some 'personal animosity'.

...

After having submitted my nomination for co-option I brought with me, on 9 December, a separate nomination for election. My nomination was in a C5 brown envelope as per the scanned copy sent to you previously. From memory I included either 6 or 10 copies of the same. On sitting down with the Board one of the very first things I said was "You've had my manifesto and if you want to ask me anything about it feel free" or words to that effect. As to 'proof of delivery' Jolyon Lawson greeted me at the door and I had it in my hand. Amongst my first words after the usual pleasantries were "I've brought my nomination for election with me just in case." I did so because I predicted in advance of my hearing that those present would refuse to co-opt me. I was right and it was clear to me within five minutes of my arrival. When nobody meets my gaze and makes small talk, I am perceptive enough to know that they are ashamed of what they are about to do. I told both Ian Mutch and Jolyon, in the kitchen area, that I was going to be knocked back that night. Neither of them could believe it but it was perfectly obvious to me. What happened to the envelope after the meeting is anyone's guess, but it was there, on the premises, on 9th December, as the rules provide. It was not 'lost in the post'; if it was lost at all it was lost on the premises.

Noted. I can only repeat that it was not handed to, or found by, staff at Central Office and I had no knowledge of it until last week. It is remarkable that nothing was

said earlier, but that does not indicate any kind of foul-play by any body involved.

Re' your assertion as to the supposed absence of a 'popular mandate'.

Much of the angst over this last week or so has been around whether you would face a competitive vote or not, so for the avoidance of doubt I made it clear to you that my assurance to the Board included the current circumstances.

The constitution specifies the date by which nominations must be received as the last working day of December. I am now informed that MAG Central closes the best part of two weeks before the end of the month.

Central Office staff were working up to and including Christmas Eve as normal, however the Board agreed that it would be prudent if the last working week of 2011 was set aside for clearing the decks.

On that basis we may need to revise the 'window' as it seems to be much shorter than was envisaged when this clause was drafted. Most normal entities work to 31st December -- we certainly do.

Central Office staff have for many years been asked to reserve three days of annual leave for the period between Christmas and New Year with the office closed in between.

The clause does not specify how nominations should be received; hence I was explaining that it is reasonable from the preceding paragraph to infer that they should be received in writing at Central.

I made the same point and NC shared that understanding.

As I have dealt with your points, perhaps you would like to consider one of mine? At the 2002 AGC Motion 18, entitled 'Role of the National Chairman' proposed -

**

You will recall this, I am sure. Should this apply to you Nich? If it should not, why not? If it should, why you were clearly so partisan at the last AGC re' the splitting of the West Midlands Region? Perhaps you could also clarify whether you intend being more impartial in the future? You were of course involved in the higher echelons of MAG over the entire 13-year period of my Chairmanship when we gradually and continually inculcated the 'Civil Service' culture of impartiality in our then paid staff. I am therefore mystified as to why you seem to think it no longer applies.

It was not a question of partisanship, an agreement had already been reached between the principle players and splitting of the region made operational sense. I believe my advice was that as we had energetic committed members wanting to do it and we should let them get on with growing MAG in their area - my advice to AGC was from this operational point of view. The split has worked well since Conference resolved to do it.

I hope that I am making myself crystal clear. I meant what I said to Pete and Jol, that I will start with a clean slate from the 14th of April, but to do that we need to start with a more professional manner than we have. Can we do this Nich?

Why delay the clean slate? I am happy to discuss how we can best work together in future for the good of riders rights and the Motorcycle Action Group. We can do so

by 'phone or face-to-face which ever suits best.

Sincerely

Nich

From: Pete Walker [mailto:pwalker@maphq.karoo.co.uk]

Sent: 29 February 2012 14:27

To: neil@wrpfs.com

Subject: RE: Various

Thanks Neil, I think that puts him in his place without him having an email to take to people that big boys are picking on him.

Kind Regards

Peter Walker

This email should be treated as confidential ! It may contain privileged or otherwise protected information. If you have received it by mistake, please let me know by e-mail reply and delete it from your system; you may not copy this message or disclose its contents to anyone without my permission .

On 29/02/2012 15:45, "NeilLiversidge" <neil@wrpfs.com> wrote:

Ian - for your information, please see below. Is Nich on a kamikaze mission? He's an idiot to pick fights with me.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Managing Director

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|||

Independent influential opinion and commentary from a biker inside the UK's motorcycling political community

MARCH 12, 2012

tags: [all party parliamentary motorcycle group](#), [imco impact assessment](#), [mike penning mp](#), [motorcycle lobby day](#), [neil f liversidge](#), [nich brown](#), [paddy tyson](#), [riders are voters](#), [wim van de camp](#), [withnail and i](#)

Now the good news. It seems that UK Motorcycle Action Group (MAG) legend Neil F Liversidge is intent on rejoining the riders rights action. His return as a MAG Director has been flagged up. Former MAG National Chairman Neil has been out in cold for too long. Ousted by the MAG "old guard" in 2002 Neil is considered by some an arrogant twat. In reality he has brain that can remember the tiniest detail, an ability to think up counter arguments instantly and as Chairman of MAG was constantly thinking of ways to improve MAG and the riders political "lot".

The **"Withnail and I"** of the UK motorcycle lobby Nich Brown, MAG General Secretary, and Paddy Tyson, MAG Campaigns Manager, better watch out Neil is about! What will Uncle Monty think?

Enjoy your early spring riding.

© Back Roads Rider 2012

Email sent by Ian Mutch to the National Committee on behalf of Neil Liversidge

15/03/2012 09:30hrs

Neil has asked me if I will forward this to NC members. It's a pretty comprehensive overview of his application to be a director and puts that application in the context of Neil's history with MAG. I have no problem with doing this and I hope it clarifies things for everyone. I was late into this debate as I have tried to focus on the ROAD but decided to come back to the UK to see what I could do in a more hands on way to help resolve this issue.

If I haven't made it crystal clear already, I totally support Neil's Directorship and urge everyone, even those who may have issues with him coming on to the board to accept the situation as summarised by our Chairman so we can all focus on the threats from Europe.

Ian Mutch

To all Members of the MAG Board and National Committee

Dear Fellow Members

In view of the great amount of comment, both informed and misinformed, which is currently flying about, I thought it might be helpful to put a few things in black and white.

Everything concerning past history can be checked either by referring to the minutes of the meetings in question or by those who were around at the time. Everything else is also checkable by reference to public sources.

This is, perforce, a long document, for which I ask your forbearance in advance.

How and why the current Constitution came about. I joined MAG in 1982 at the age of 18 but only became heavily active in 1988 at a national level. Almost immediately I concluded that MAG should have a new Constitution. If you refer to the 1986 Constitution you might understand why.

My first reason for reaching this conclusion was the total lack of logic and fairness in the existing document. I had been in mainstream politics from the age of 14, passed a Diploma in the Conduct of UK Public Elections at 15, a trade unionist from 16 and a shop steward from 26. I knew how professional organisations ran their affairs and it was nothing like MAG ran its affairs. I was amazed at how poorly run MAG was at the time and the Constitution was more of a hindrance than a help. We had members in Yorkshire electing the London Regional Rep and vice-versa. Periodically there would be a bust-up and somebody who take a gang of their mates to the AGM as it was called then, or an NC meeting, to demand that somebody was fired or re-hired. A vast amount of time was spent arguing over what the rules meant and because they were so poorly written an awful lot was open to interpretation. The lack of logic translated into both real and perceived unfairness. If MAG was ever to get anywhere I knew it had to have a new Constitution for its members to have confidence in how it was run and

also to have confidence that they themselves would be dealt with fairly under a set of rules common to all.

My second reason for wanting a new Constitution was the perceived need to protect MAG from those who wished it ill, be they inside or outside the organisation. Entryism joining an organisation to screw it up, or pervert its course is a real threat to any political organisation or pressure group. Only recently we have seen how the police infiltrated environmental groups just as MI5 infiltrated the NUM during the 1984 miners¹ strike. It struck me that MAG was similarly vulnerable, especially if they were well organised - such as a hostile motorcycle club for example - and should be protected against them.

Another concern, based on my experience in MAG, was that paid people tended to get hired or fired because either their pals voted them in or their enemies voted them out. To get MAG where I wanted it to be, i.e. a well-financed organisation with full time paid staff on commercial rates of pay, I knew I would have to put an end to such shenanigans. . It is a sad fact that once there is a lot of money in an organisation then you do tend to attract the wrong sort of people who try to milk it. And volunteer organisations, unfortunately, tend to be less strict with their financial controls than private businesses. I didn't want MAG to be in a situation where anyone could be placed, regardless of capability, to a paid post, just because their mates could mobilise enough muscle. Nor did I want a capable employee fired for the wrong reasons. This therefore led me to my third conclusion: That MAG's paid staff should be its Civil Service, employed for their professional capabilities and completely above MAG's internal politics. Before I became Chairman I saw MAG's then General Secretary Neil Andrews involve himself in all sorts of internal wrangles. It did him no good and MAG no good. That had to change. Our paid staff had to become our Civil Service, above wrangling, maintaining continuity, able to work with whoever was elected, enjoying the confidence of all and therefore beyond personal criticism in any open forum. Any complaints or disciplinary measures would be sorted out between the elected officer-managers and staff themselves as is the case in any normal employment situation. Nobody would ever need to come to the AGC any more demanding that the General Secretary be fired and nor would they be allowed to do so. Freed of that worry the GS would be able to get on with his job.

These were all things that I rapidly put in place after I became Chairman in September 1989, fine tuning it in the years that followed. I had the new Constitution drafted and voted through at a special constitutional conference on 24th March 1990.

If you compare this with the current Constitution you'll see how little has changed. There's more of the current Constitution because we've needed to add to it in order to cope with circumstances we could not foresee in 1989, but very little of the original draft has been removed. That is the hallmark of a well written document.

Over the years we formed the company - MAG (UK) Limited to protect the members and officers still further and that of course created new needs. A key need was to prevent anyone suddenly gaining control of the Board and/or National Offices given that we were now considerably better financed than we had otherwise been, and to this end I put in place staggered Board elections and the following clauses –

Group Conference, Agenda, Proposals and Nominations

i. Proposals for the annual group conference shall be received in writing at the Central Office of the group not later than the last working day of December. In the case of a special conference the NC may appoint a date prior to which such notices shall be sent to the

Central Office.

- ii. Nominations for officers to be elected by the Annual Group Conference shall open on December 1st each year and shall close on the last working day of December. Following closure of nominations each candidate shall receive immediate notice of the names of all other candidates, together with a copy of their election manifestos.
- iii. Details of all nominations and proposals received by the cut off date shall be printed in the February/March issue of the group's newspaper and all candidates shall be obliged to submit a manifesto limited to 1200 words for printing in this issue with their nomination. Failure by any candidate to submit a manifesto shall invalidate their nomination.
- iv. Posts for which no nominations have been submitted shall be left open to nominations until seven days prior to conference, at which point nominations for these posts shall close.
- v. Posts for which no nominations have been received by the day of the conference shall be filled by nominations on the day, or failing that by co-option by the National Committee thereafter.

There were and are a number of good reasons for having this set 'window' for nominations and proposals, i.e. -

- a) It encourages would-be officers and directors to organise themselves.
- b) All the members get fair notice of who is putting up.
- c) Everyone gets a fair say limited to 1200 words.
- d) AGC elections can be organised properly for contested posts and ballots can likewise be organised to deal with proposals.

As with every bit of the drafting work I did I looked for valid precedents in other organisations and in how our own parliamentary democracy operates. All properly run organisations have windows for proposals and nominations and certainly that is the case in our local and national government structures. If the Labour LibDem and Tory parties don't get their papers in by close of nominations for a seat, but the Monster Raving Loony candidate does, he's elected on a walkover; it's as simple as that. More fool those who didn't put in their papers in time.

MAG being MAG though, and short of volunteers as it frequently is, we did need a compromise. We therefore left ourselves a 7-day window to fill posts where no nominations had been received by 31 December and a final deadline of AGC day itself if we were still short of people. It is not ideal but you can only build in so many safeguards via a rule book. There comes a point where the members have to take responsibility themselves or sort out the resulting mess.

In the event, there never has been a serious attempt to take over MAG, but if I had not put the safeguard in place years ago, who knows?

My 'History'

When I was nominated for co-option I was told that certain people had a problem with my 'history' though nobody specified what aspects of my 'history' they had a problem with and no current members of the Board who interviewed me had served as NC members or directors during the period 1989-2002. I understand one NC member went on record as saying in a Regional AGM 'We had a close call there' by that meaning I'd almost been appointed to the Board but had been headed off. I do not know the lady in question and am

not aware of ever having met her. Nor do I know why she should make such prejudicial statements. Perhaps she should explain to us all the basis of her opinions.

For the record I served as National Chairman for approximately twelve and one half years. I incorporated MAG for the benefits of all its members to prevent them from being individually sued. I engineered the merger of EMA and FEM into FEMA. I treated the staff fairly, introduced benefits such as pensions that they had never previously had, and had not a single employment complaint or tribunal. I backed up the elected Regional Reps in their regions and trouble-shot for them when asked. Politically, I personally conceived, strategized and carried through pretty much all the campaigns MAG ran in the period, including the first ever bikers' mass lobby of parliament which went from conception to spectacularly successful execution in three weeks. We lost no issue of significance.

When I came to those who wished us ill I stood up to them, death threats notwithstanding. Those who stole from us I stopped, though I had to take on half my own region to do it. Those who wished to make MAG surrogate lobbyists for commercial interests I did my best to stop and ultimately they got nowhere.

Those who opposed me in these last three endeavours ultimately garnered enough support to depose me, by 11 votes at AGC 2002, but they could not undo my achievements. As a result our events now go off unmolested and our volunteers and customers unharmed, MAG is solvent when it would not otherwise be so and we do still represent bikers, not the industry.

As regards the Constitution, I wrote it and I applied it. I never tried to prevent anyone standing for any election and nor did I ever try to have anyone expelled from MAG. Never once in any meeting I chaired, local regional or national, whole of group, NC or Board, was so much as one - ONE of my rulings contested.

Let anyone who wishes to challenge any of this do so; the facts are a matter of my 'history'. I do not apologise for any of it in the slightest.

My Nomination as Director

In December I was nominated for co-option with immediate effect as a Director. I attended as requested, having submitted a full CV as requested. I had also submitted substantial additional paperwork in advance around ideas as to how MAG Central might be better run. Not unreasonably I was expecting to be asked questions around all these topics. Instead I was asked what I thought about patch clubs and whether or not I could get on with the rest of the Board, after which I was told I would not be co-opted. Frankly I do not feel that I was in any way given a fair hearing and I do know for a fact that other there present felt likewise. I was invited to Warwickshire to hear a foregone conclusion and I lost a day's work, travel and accommodation costs in the process.

However, I was also nominated for election for the term commencing April 2012. I took the second nomination with its accompanying manifesto down with me to Central Office by hand on 9 December so that nobody could say it had been 'lost in the post'. Jol Lawson was there when I delivered it. I am since led to believe that it was 'lost in the office'. However that is not my problem. It was delivered and its delivery witnessed on the premises as the rules require between the open and close dates. It was in a C4 brown envelope as I recall, and I either put 6 full copies in or 10 I can't remember which, but it was one or the other.

I took my nomination for election down with me because quite simply I did not expect a fair hearing. All the vibes I had beforehand led me to believe that the Board was going through the motions and wasting my time. Guess what? (See above!)

Objections

I am aware that some say that I am not entitled to be elected automatically despite the fact that my nomination was valid and submitted at the right place at the correct time. It has been put to me that I must be ratified by the NC on the following basis: 'Any such action shall be subject to ratification by the next NC meeting on a simple majority vote.'

However this quote is taken selectively and out of context.

Clause 6 ix in full states -

On the voluntary early retirement of any Director the Board shall be empowered, by a simple majority vote, to replace the retired Director with a candidate of its own choosing. Any such appointment made by the Board shall be subject to ratification by a simple majority vote at the subsequent NC meeting.

This of course refers to co-options by the Board. However I have not been and will not be co-opted. I have been nominated for election and therefore am not subject to ratification. No elected person is.

Those who wish me ill made a tactical mistake. Had I been co-opted then the NC would indeed have needed to ratify me. However their malice backfired. Tough on them!

As explained above, contrary to what the uneducated might believe, in an election there need not be a vote. In the UK system of parliamentary democracy and every other I know of - there is an opening and a closing date for nominations to any given office. If parties A B and C don't put their papers in on time, but party Z does, party Z is elected on a walkover without a vote. Our parish council hasn't had an election in 30 years. There are 9 seats but we've never been able to get more than 6 or 7 councillors. My papers went in last March for the May 2011 election and I was duly elected without a vote, likewise 5 more councillors. It is not novel; it happens all the time everywhere.

I suggest that anyone who doubts this checks with their local Electoral Registration Officer.

My papers for MAG's Board Elections were in on time on 9th December. The Board declined to co-opt me, certainly, but they had no right to refuse my nomination papers. I was properly proposed, seconded, and submitted a manifesto, as did Selina I understand, ergo in the absence of more than three candidates for the three places available, we two are elected and one remains open for nominations as per the constitution.

The Pat Van Aalst Email

I will reply to this separately, in full. However I will say now that I have never read such a confused, disjointed and ill informed opinion by any professional person. If my accountant presented his advice like this he would not be my accountant any longer than it took me to email him to that effect. Are you allowing this person to waste MAG's money on lawyers?

In Conclusion

My nomination is legal and valid. I am entitled to be elected. I will take my Board seat in

April.

Some may say that for the sake of peace and quiet I should withdraw my nomination to participate in a contested election, but why should I? Those who now cry 'unfair' the loudest are those who participated in the charade of last December 9th. Having abused the Constitution for their own ends they can hardly complain when somebody else uses it to the letter with 100% legitimacy.

Why some oppose me so vehemently I can only speculate. I suspect that they don't like being asked uncomfortable questions. I asked Mr Van Aalst a number of perfectly legitimate questions and received only partial answers after an extended period. I asked the secretariat about systemisation as Central and got no meaningful replies. Now it seems we have a central office with a grossly inadequate broadband speed, storage and meeting facilities.

If I could ask these questions, should they not have been asked by those responsible when the relevant decisions were made?

I have been told that one NC member in particular will go up the wall if I am elected because of his virulent personal hatred for me. That says it all about him though, not about me. How can you tolerate and give credibility to those who, by their lack of objectivity, are so clearly unfit to serve in any MAG office? So this, then, is what I am up against. Malicious individuals who wish to make decisions on an irrational basis coloured by personal hatreds whilst answering to nobody and rewriting the rules as and when it suits them.

Why are the rest of you tolerating this?

Whilst I have never been as foolish or deluded as to expect favours from anyone in MAG, I do think that after thirty-one years of paid membership fees and a good many years¹ service as an officer, at least I should be able to expect the benefit of the Constitution like any other Member. If I am not allowed that then what makes you think that any of you will for much longer, when those who now try to bar me find themselves in disagreement with you?

For my part I prejudge nobody and nothing. I shall start with a clean sheet in April. Others must do as they will.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Managing Director

West Riding Personal Financial Solutions Ltd, Authorised and Regulated by the Financial Services Authority.

Subject:
Re: [mag-uk-nc-list] Neil Liversidge to NC
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
15/03/2012 14:22
To:
mag-uk-nc-list@mag-uk.org
CC:
neil@wrpfs.com

To address Neil's points involving Central Office.

1. staff at Central Office were not given a copy of Neil's nomination until late-February, we have not been told where we should have found the envelope Neil refers to, staff did not discover the envelope after the Board meeting, since we were first informed of this in late February we have looked for but not found it.
2. the current premises' broadband speed was checked before we finalised the agreement to move and other businesses have operated on same link successfully, the problem is largely due to the way our internet connection is configured and this is being dealt with, current Central Office premises have similar meeting capacity as the Rugby office, storage capacity is tight but Rugby was excessive, it is rare to find an ideal package and we did investigate a range of premises over a considerable period of time before the Board decided on the current office.
3. as General Secretary I do my best to give a balanced and comprehensive view, to suggest options rather than demand a course of action and to act in good faith, but not everyone will see it that way.

Nich

PS. If I may make a general observation prompted by the sub-text to this debate and some of the activities that have been taking place recently - it is all too easy to take advantage of staff and volunteers, misrepresent their intentions and activities, seek their confidence and then breach it, use social media routes like Facebook as well as MAG meetings and official channels of communication to undermine and attack them. The staff don't have that luxury and, despite regular claims to the contrary, we are all working hard for riders' rights, not for personal advancement or self-aggrandisement.

Subject:
RE: [mag-uk-nc-list] Neil Liversidge to NC
From:
"Neil F Liversidge" <neil@wrpfs.com>
Date:
15/03/2012 14:27
To:
"Nich Brown" <nich.brown@mag-uk.org>

Nich - for clarification, numbers as yours below -

1. I don't believe you or any of the staff binned my papers, but somebody did, obviously. Given the demeanour of some Board members that night I don't find it too hard to imagine one gleefully feeding it into the shredder.

2. I hold the elected directors at the time responsible for the selection of the premises, not the staff.

3. Accepted, and I'm sure we'll get along fine.

Re' your PS - What others say is down to them. Let's face it though Nich, so far I've had to counter every trick in the book pulled against me and your own 'queries' about the interpretation of the Constitution have not helped. You know how it works - you've been around as long as me. There was nothing to query.

That said, I am starting from a clean sheet and will treat all as they deserve. That includes you, the rest of the staff and all NC and Board members. The fair, polite and co-operative won't have a problem with me. Those who try in whatever way to be awkward or obstructive or to twist the rules will wish they'd not bothered - simple as.

I think for the sake of all concerned we need to reinstate the clear political / administrative divide that served us so well as soon as possible.

With kind regards,

Yours sincerely

Neil F Liversidge, Dip PFS

Managing Director

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Registered Office is at 17A Sagar Street, Castleford, West Yorkshire, WF10 1AG.

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Subject:
The en passe
From:
Ian Mutch <theroad@mag-uk.org>
Date:
20/03/2012 15:54
To:
NichBrown <nich.brown@mag-uk.org>

Well the good news is that the ROAD is steaming ahead at a spectacular pace with some features already finished that I am rather pleased with. Alistair's menagerie has become not just a look at his bikes but an almost interview with him about his approach to bikes. As a former Formulae 1 team boss for Mc Claren think his status adds gravitas to MAG as he is a member and there's a couple of humorous stories worked into it.

This aside yes the enpasse. Inpasse enpass whatever

Long chat with Pete Walker today, over an hour again. He is getting very weary of this debate and fears the despair it is inspiring within the organisation will piss off a lot of people so much that they will simply walk away as it will make them disillusioned with MAG. He's been on to the website to look at all the Companies House activity with directors somewhat belatedly being put up and taken down like skittles in short time presumably to tidy things and bring things up to date but as he says it doesn't paint a picture of efficiency and looks a tad Machiavellian. You may be sure that Neil will be viewing all this too.

Pete's view, which I share, is that the sausage is coming and this needs to be accepted. That is to say that if attempts to keep him off the board are successful then he can simply come to NC meetings as Yorkshire's nominated delegate in lieu of Nicki who has to work many Saturdays. He could even get himself voted in as Yorkshire rep to confirm that situation. You will then have a pissed off Neil with an axe to grind firing salvos at NC meetings in order to make life very uncomfortable for board members unless things are faultless and I sense he is going to have a lot of legitimate ammo with which to do that.

From the point of view of peace at NC meetings plus the relationship you and Paddy and Louisa have with him, would it not be better to make some kind of statement supporting Paul's statement about Neil being a legitimate Board member as per the constitution and urging others to recognise this and move on?

Jol is already witness to the fact that Neil left the envelope with copies of his application in it, within the office inside the critical date. To simply concede that it is quite possible that it got binned in error as work over load does sometimes lead to such things happening could just tilt the balance critically. This might sound a bit airy fairy but my sense is that the detection of a change in tone that such a statement from yourself might telegraph could prove significant in putting a lid on this cauldron of de-motivating debate.

Right now it looks like a game of chess in which one side refuses to accept check mate and is querying the moves of the pieces or their shape, just about anything in fact in order to engineer the conclusion they want. I say they, this is of course principally Rocky whose credibility as an honest broker is falling by the day in my estimation.

The priceless line about simply representing his members¹ views and having no personal vendetta against Neil needs to be framed. He has told me that his main priority if Neil becomes a director will be to work for his removal, not anti tampering, not ABS not mandatory dayglo or outrigger wheels it's a shockingly damning admission of his appetite for vendetta above the good of MAG and he's put it in emails.

Pete doesn't want to see anyone leaving the ship, he wants what is best for MAG and Neil is the same . I know you fear the worst if he comes on board but in my view there is nothing to be gained and everything to be lost by trying to obstruct him doing so. It's a better inside the tent than out situation if you like.

Take a moment to imagine a series of NC meetings which turn into grand inquisitions as the Rt honourable member for Yorkshire turns broadside after broadside upon a beleaguered Board, they'll probably start resigning. Alternatively you can have Neil on the Board taking responsibility for sorting out the issues that will otherwise arm the cannons that he will undoubtedly be detonating across the NC chamber.

Neil does want what is best for MAG whatever criticisms you may have of his style and obstructing his efforts to give us loads of his time and business acumen as a board member is not going to work. Rocky is fuelled by bitterness toward Neil and is absolutely open about it, as open as he has been in denying it. Definite consistency issues there.

I think we've reached a point at which this a no brainer. A little pointer from yourself here along the lines I suggest might just take this issue taken right off the boil.

There will doubtless be fireworks at AGC but that cannot be avoided. If people get the idea that central is at least resigned to working with Neil rather than, as some believe, being involved in increasingly desperate plots to freeze him out then we might have a better time of both before the AGC and definitely afterward.

I know you have grave concerns about what you think Neil's plans might be and I sense I will not be able to put those to rest in a single email so perhaps the best argument from your perspective that I can advance for the moment is to opt for the lesser evil.

Invite his input and give him the opportunity to be constructive or fight him forever.

What say you?

Mr M

Subject:
Re: The en passe
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
21/03/2012 12:12
To:
Ian Mutch <theroad@mag-uk.org>

Whatever my concerns about Neil's intentions toward me and others I am not trying to obstruct his election, contrary to the false allegations Neil himself has publicly made against me.

I do not know what happened to his nomination but I do know the following:
The day after the Board declined to co-opt Neil the National Chairman told me Neil had been invited to re-submit his nomination, Central Office received no nomination of Neil between then and the due date, the National Chairman (not alone) asked me throughout late December and early January whether I had received a nomination and I confirmed I had not, nobody raised the question of Neil's nomination or election when I advised NC that Selina's was the only nomination received by the due date or while we were talking about how to handle the election until seven weeks later, the first I saw of a nomination was in late February when the National Chairman forwarded a copy he had just been sent by Neil, the National Chairman issued a statement to the effect that Neil was on the Board soon after Neil sent him a threat of legal action if things didn't go his way, nobody present has come forward since 9 December 2011 to say they took Neil's nomination on behalf of the organisation at the meeting or explain what they did with it thereafter.

It is utterly reprehensible to suggest Central Office should 'simply concede that it is quite possible that it got binned in error as work over load does sometimes lead to such things happening' when no such thing happened - NOBODY GAVE ME OR ANYONE AT CENTRAL AN ENVELOPE OR A NOMINATION BEFORE THE DUE DATE, NOR TOLD US THEY LEFT FOR OUR ATTENTION, WE'VE LOOKED BUT FOUND NOTHING SINCE THIS ACCOUNT OF WHAT HAPPENED WAS FIRST VOICED.

Nich

Subject:
Re: OK
From:
Nich Brown <nich.brown@mag-uk.org>
Date:
21/03/2012 17:19
To:
Ian Mutch <theroad@mag-uk.org>

ian's - Black
Nich's - Red

On 21/03/2012 13:52, Ian Mutch wrote:

Some other form of words that will signal the fact that you aren't opposed to Neil joining the Board

I am not opposed to Neil standing for election and have not sought to prevent or frustrate him from doing so

and recognise that you are prepared to work with him.

I have repeatedly said so, his recent actions give me no cause for confidence.

What of all the general points I've made ie he's going to be on the NC and you might as well work with him on the Board as have him firing questions at the Board from an NC seat - doesn't this make sense? Pragmatism that man pragmatism

I haven't time to conjecture

Mr M

I shall climb the Tor later and seek inspiration I think, we can't be falling out more over this. I can take all the criticism I've had to take even the mysteriously conjured publisher's critiques of my failings without getting into a tizzy. I swear I don't bear you or Paddy any real ill will over it, irritated? Yes but I'm incensed when I see my own errors.

I have been told I am engaged in a plot with Paddy to take over publishing TheROAD and throw you out of work. Not sure if you've been fronted with that one and hope you don't believe it. I'll continue to defend you against the "scrap TheROAD" campaign (temporarily quiet, can't think why) because I think we need it and it is your creation, but yes we do need to it to fulfill a role in recruitment and promotion and it does cause a lot of tension that can be avoided if we get our collective act together. There are problems with producing TheROAD and I've tried to explain they do not all rest on your doorstep even if you have the final responsibility for what gets done. The Board is no more happy with the situation than you/me/Paddy but I done my best to demonstrate that it is not reasonable to expect the title to move forward without you getting extra and experienced help - full marks for taking the initiative on that one and I hope it helps all of us (not least you). The fact that Pat Faulkner is echoing similar gripes to Paddy should give confidence if it is needed that Paddy isn't being negative for the sake of a hidden agenda to become MAG's Rupert Murdoch. The idea of setting down some realistic performance criteria that came out of the last Board meeting is to help avoid the angst, doing some form of benchmarking exercise will help the organisation get a handle on where we are in relation to our peers and how far we would have to go to create something that could move us further ahead. By the way, feel free to get in a tizzy if I ever I start to publicly slag you on Facebook/give those who wish you or MAG ill an opportunity to exploit/start rallying a 'Mutch-must-go' campaign/make threats/drop sinister hints about what to expect next, etc.

IF you haven't got a Tor handy, climb upstairs and think on this Nich.
I've got plenty to think about thank you

The Mutch

Subject:
Re: concerns
From:
Andy Pyatt <magsouthbirmingham@yahoo.co.uk>
Date:
26/03/2012 12:36
To:
Nich Brown <nich.brown@mag-uk.org>

Good morning Nich,

I am contacting you today to express some concerns I have with regards to a number of conversations I have had over the last few weeks with Jol Lawson, our Vice Chairman, with regards to Paddy and yourself.

Jol has made it very clear to me a number of times that he wants to see Paddy leave our organisation and he would be more than happy to be instrumental in this.

During the last conversation I had with him last week he remarked that Paddy Tyson was a complete Liar and has a hidden agenda.

I asked him to explain these fairly bold statements more fully and his reply was as follows;

With regards to the Liar accusation he says that at AGC last year Paddy claimed we were getting £28000.00 from SCC (the manufacturers of the Manhole covers) and this would pay for a single member of staff's wages at MAG Central. He suggests we have only received to date around £5000.00 and Paddy has misled us and he was going to expose him in front of everyone at this year's AGC.

With regards to the hidden agenda he thinks that Paddy (and yourself as well) are using MAG time to produce and promote your own magazine Overland.

He also explained that due to the fact a set of 'deadlines' has been imposed on Ian Mutch, our President, with regard to him having to meet certain deadlines with our magazines (The Road) production that yourself and Paddy might be making a job for yourself when there isn't much going on like the Europe issues and trying to force Ian out of this role.

Jol has also said he considers Paddy's influence on yourself to have made you rebellious and more unapproachable, claims I have heavily disputed with him and have not seen any evidence of this.

I explained to Jol that he should be careful about making these remarks about paid employees of the MAG UK Limited and that should he have any concerns regarding the conduct of our staff, as with any other UK Company, there were proper procedures to follow and that his remarks sounded like they could be construed as constructive dismissal and a personal vendetta.

I also remarked upon the fact that as the nearest Regional Representative of MAG I was in the office more than most and had more personal dealings

with our staff than other rep's and have not witnessed anything that I would consider inappropriate, quite the opposite where I see our staff doing alot more for the company than what they are paid to do and I pointed out that I would be the first to take issue if I did see anything like this going on.

It greatly worries me that the Vice Chair of our organisation is waging a campaign against one of our paid employees and if it ever went to court as Paddy was made to leave I fear the company could face substantial prosecution cost's.

Should it Paddy (or yourself) ever find the worse happens and you are forced to leave then I will be more than happy to stand in front of a tribunal and confirm my fears and the way in which you are both being treated as completely unacceptable.

Many thanks

Andy Pyatt
Warwickshire Regional Representative
The Motorcycle Action Group