



THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION  
OF  
ROYAL SOUTHERN YACHT CLUB LIMITED  
(THE "CLUB") Company Number 05372495

As Adopted by the Members on 26 November, 2022

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

1.1. The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Club.

1.2. In these Articles, unless the context requires otherwise:

<b>Act</b>	means the Companies Act 2006;
<b>AGM</b>	means an annual general meeting of the Club;
<b>Articles</b>	means these Articles of Association and <b>Article</b> refers to a particular provision in them;
<b>Associate Member</b>	means a Member of the Club who is not a Full Member, and who therefore neither has voting rights at general meetings nor any other rights to which Members of companies are entitled under the Articles or the Companies Acts, and <b>Associate Membership</b> shall be interpreted accordingly;
<b>Byelaws</b>	means Byelaws of the Club from time to time;
<b>Club</b>	means the Company regulated by these Articles;
<b>Committee</b>	means a committee formed in accordance with Article 8.2;
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Club;
<b>Director</b>	means a Director of the Club, and includes any person occupying the position of Director, by whatever name called;
<b>Electronic form</b>	has the meaning given in section 1168 of the Act;
<b>Electronic general meeting</b>	means a general meeting hosted on an electronic platform;

<b>Executive Committee</b>	shall comprise the Board of Directors; the General Manager and any co-opted Members;
<b>Full Member</b>	means every person who has signed a written consent and agreed to become a Member of the Club and whose name is entered in the Club's register of Members, and is fully paid up in accordance with section 112 of the Act, and Full Membership shall be interpreted accordingly;
<b>Member</b>	means all Members of the Club, whether Full Members or Associate Members, that are fully paid up and Membership shall be interpreted accordingly;
<b>Officers</b>	including <b>Flag Officers</b> , has the meaning given in Article 6.1;
<b>Ordinary resolution</b>	means a resolution passed by a simple majority of Full Members voting;
<b>Present</b>	means, for the purposes of physical general meetings, present in person, or, for the purposes of electronic general meetings, present by electronic means (and references to persons attending by electronic means is defined as attendance at electronic general meetings via the electronic platform(s) stated in the notice of such meeting);
<b>Special resolution</b>	means a resolution of the Full Members passed by a majority of not less than 75% of Full Members voting; and
<b>Yachting</b>	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means.

1.3. In these Articles, unless the context otherwise requires:

1.3.1. other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;

1.3.2. words in the singular shall include the plural and, in the plural, shall include the singular; and

1.3.3. a reference to one gender shall include a reference to the other genders.

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

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's representatives, successors and permitted assigns.

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

## 2. LIABILITY OF MEMBERS

2.1. The liability of each Full Member is limited to £1, being the amount that each Full Member undertakes to contribute to the assets of the Club in the event of its being wound up while a Member is a Full Member or within one year after a Member ceases to be a Full Member, for:

2.1.1. payment of the Club's debts and liabilities contracted before a Member ceases to be a Full Member;

2.1.2. payment of the costs, charges and expenses of winding up; and

2.1.3. adjustment of the rights of the contributories among themselves.

## PART 2: OBJECTS & POWERS

### 3. OBJECTS

3.1. The Club is established for the following purposes:

- 3.1.1. to promote and facilitate healthy recreation by the provision of facilities for the sport of Yachting; and
- 3.1.2. the maintenance of a clubhouse or other assets incidental thereto with a view to the promotion of the yachting activities and social intercourse between those involved.

### 4. POWERS

4.1. In pursuance of the object set out in Article 3.1, the Club has the power to:

- 4.1.1. establish, maintain and conduct a Yachting Club;
- 4.1.2. promote and hold, either alone or jointly with any other association, Club or persons, meetings, competitions and regattas for the purpose of Yachting and to offer, give, or contribute towards prizes, medals, and awards;
- 4.1.3. provide advice or information;
- 4.1.4. co-operate with other bodies;
- 4.1.5. accept gifts and raise funds;
- 4.1.6. borrow money;
- 4.1.7. give security for loans or other obligations;
- 4.1.8. acquire or hire property of any kind;
- 4.1.9. let or dispose of property of any kind;
- 4.1.10. set aside funds for special purposes or as reserves against future expenditure;
- 4.1.11. deposit or invest its funds in any manner;
- 4.1.12. delegate the management of investments to a financial expert;
- 4.1.13. insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 4.1.14. employ paid or unpaid agents, staff or advisers;
- 4.1.15. enter into contracts to provide services to or on behalf of other bodies;
- 4.1.16. establish or acquire subsidiary companies; and
- 4.1.17. do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

## PART 3: DIRECTORS

### 5. DIRECTORS

- 5.1. The Executive Committee is responsible for the management of the Club's business, for which purpose it may exercise all the powers of the Club.
- 5.2. Each Officer shall be appointed as a Director on being elected as an Officer. Directors other than Officers shall be elected by the Full Members in accordance with any procedures set out in the Byelaws and shall hold office for up to 3 years.
- 5.3. A minimum of 3 and a maximum of 9 Directors shall be in office.
- 5.4. A Director's term of office automatically terminates if that Director:
  - 5.4.1. ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
  - 5.4.2. is absent from three consecutive meetings of the Directors without reasonable cause or is asked by a majority of the other Directors to resign;
  - 5.4.3. is incapable, whether mentally or physically, of managing such Director's own affairs;
  - 5.4.4. resigns by written notice to the Directors (but only if at least three Directors remain in office);
  - 5.4.5. is removed by the Members; and
  - 5.4.6. on completion of their term of office.

## 6. OFFICERS

- 6.1. The Flag Officers of the Club are the Commodore, Vice- Commodore, Rear-Commodore Sailing and Rear-Commodore House. The Honorary Treasurer will also be an Officer of the Club (who together with the Flag Officers, shall be the **Officers**). All Officers must be Full Members and must also meet any other conditions and comply with any duties and responsibilities set out in any Byelaws.
- 6.2. The Flag Officers shall be elected and shall hold office for a term of two years from the conclusion of the AGM in which they are first elected, provided that a Flag Officer's term may be extended by a further year if the Members so elect at a general meeting. No Flag Officer shall hold office for more than three consecutive years nor shall be eligible to stand for re-election to the same office until the AGM following the meeting at which their term (including any one year extension, if applicable) expires.
- 6.3. The Honorary Treasurer shall be elected and shall hold office for a period of up to five years from the conclusion of the AGM in which that Honorary Treasurer is appointed. The Honorary Treasurer may be re-elected for a further period of three years at the end of that Honorary Treasurer's initial five year tenure.

## 7. DIRECTORS' PROCEEDINGS

- 7.1. The Executive Committee shall meet from time to time, but must hold at least four meetings each year.
- 7.2. The quorum for Directors' meetings shall be 5 (provided that, if the number of Directors in office from time to time is less than 5, the quorum for a Directors' meeting shall be 3 and in such circumstances the only business which may be validly conducted shall be to approve the calling of a general meeting of the Club to elect such additional number of Directors as is required so that at least 5 Directors are in office). If fewer than 3 Directors are in office, then the Members must call a meeting under Article 13.5, elect a Chair and appoint more Directors such that there are sufficient Directors to meet the quorum under this Article.
- 7.3. A meeting of the Executive Committee may be held either in person and/or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants. The notice shall specify whether the meeting shall be an electronic meeting in addition to or instead of the physical meeting.
- 7.4. The Directors shall elect a Chair for the year at their first meeting. In the absence of the Chair at any meeting the Directors shall elect one of their number in attendance at the meeting as Chair.
- 7.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.
- 7.6. Every Director has one vote on each issue and, in case of equality of votes, the Chair of the meeting has a casting vote.
- 7.7. A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 8. DIRECTORS' POWERS

- 8.1. The Directors may exercise any powers of the Club which are not reserved to the Members.
- 8.2. The Directors may delegate any of their functions to Committees consisting of two or more individuals appointed by them on such terms as they think fit. At least one Member of every Committee must be a Director and all proceedings of Committees must be reported promptly to the Directors.
- 8.3. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles (e.g. Article 7) which govern Directors' proceedings.

## 9. DIRECTORS' REMUNERATION AND EXPENSES

- 9.1. Directors are not entitled to any remuneration for their services to the Club as Directors.
- 9.2. The Club may pay any reasonable expenses which the Directors properly incur in connection with the discharge of their responsibilities in relation to the Club.

## 10. CONFLICTS OF INTEREST

- 10.1. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Club in which a Director has an interest, that Director must declare it to the other Directors. The Directors may, in accordance with the requirements set out in Article 10.2 but subject always to Article 9.1, authorise any situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club which would, if not authorised involve a Director breaching that Director's duty under section 175 of the Act to avoid conflicts of interest.
- 10.2. Any authorisation under Article 10 shall be effective only if:
  - 10.2.1. the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the Directors;
  - 10.2.2. any requirement as to the quorum is met without counting the interested Director; and
  - 10.2.3. the matter was agreed to without the interested Director voting or would have been agreed to if the interested Director's vote had not been counted.
- 10.3. A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Club for any benefit which that Director receives from a relationship involving a conflict of interest where such conflict of interest has been authorised by the Directors in accordance with these Articles or by the Members in general meeting. No contract shall be liable to be voided on such grounds.
- 10.4. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Club in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.
- 10.5. Where the number of non-conflicted Directors is fewer than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be all the disinterested Directors.
- 10.6. When all the Directors of the Club are conflicted, the Club shall pass the conflict to the Members for approval by ordinary resolution.

## PART 4: MEMBERSHIP

### 11. APPLICATIONS FOR MEMBERSHIP

- 11.1. Membership is open to any individual interested in the sport of Yachting. Membership is not transferable.
- 11.2. No person shall become a Full Member unless:
  - 11.2.1. that person has completed an application for Membership in a form approved by the Directors from time to time, including the signed undertaking; and
  - 11.2.2. the Directors have approved the application.
- 11.3. Membership is also subject to any subscriptions or affiliation fees that may be set by the Directors from time to time.
- 11.4. The Directors may establish different classes of Membership and decide who will be eligible for admission to them and what their rights and obligations will be.

## 12. TERMINATION OF MEMBERSHIP

- 12.1. A Member may withdraw from Membership by giving notice to the Club in writing, in line with the Byelaws.
- 12.2. A person's Membership terminates when that person dies.
- 12.3. The Directors may terminate the Membership of any Member in line with the Byelaws if, in the reasonable opinion of the Directors:
  - 12.3.1. the Member is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and Directors into disrepute;
  - 12.3.2. the Member has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
  - 12.3.3. the Member has failed to observe the terms of these Articles and any Byelaws from time to time.

## 13. GENERAL MEETINGS

- 13.1. Directors may call general meetings giving due notice whenever and at such times and places (including electronic platforms) as they shall determine.
- 13.2. Subject to 13.10, Full Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing, notified to and approved by the General Manager before the commencement of the meeting). Where electronic voting is available at a general meeting proxies will only be approved in circumstances of unavoidable absence.
- 13.3. The Club must hold a general meeting as an AGM in each calendar year between 1 October and 30 November, in addition to any other general meetings in that year and must specify the meeting as the AGM in the notices calling it. At the AGM Members must:
  - 13.3.1. receive the accounts of the Club for the previous financial year;
  - 13.3.2. receive a written report on the Club's activities;
  - 13.3.3. elect Directors and others to fill the vacancies arising; and
  - 13.3.4. appoint an independent reviewer to review the accounts for the Club.
- 13.4. Members may also, from time to time discuss and determine any business put before them by the Directors or set out in a valid request by the Members to call a general meeting pursuant to Article 13.5; and
- 13.5. A general meeting may be called by the Directors at any time and must be called within 21 days of a written request from at least fifty Full Members of the Club.
- 13.6. General meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if any resolutions are to be proposed) setting out the terms of the proposed resolutions.
- 13.7. The notice shall specify whether the meeting shall be an electronic general meeting in addition to or instead of the physical general meeting.
- 13.8. There is a quorum at a general meeting if the number of Full Members present in person, including online presence by electronic platform or by proxy, is at least fifty.
- 13.9. The most senior Flag Officer present shall preside at the meeting, or in the absence of all Flag Officers and Directors a Member who shall be present and willing may be elected by those Members present to preside at the meeting. The occupant of the Chair shall have a casting vote in addition to the Chair's vote as a Member if there shall be an equality of the votes.
- 13.10. Every Full Member present in person, on an electronic platform or by proxy has one vote on each issue. A Member may appoint a proxy who is a Full Member to vote on that Member's behalf at a general meeting by giving notice to the Company in writing prior to the commencement of the relevant meeting.
- 13.11. Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a

general meeting. For this purpose, the written resolution may be set out in more than one document.

13.12. A procedural defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Members.

## PART 5: ADMINISTRATIVE ARRANGEMENTS

### 14. RECORDS AND ACCOUNTS

14.1. The Directors must comply with the requirements of the Companies Acts as to keeping records, the independent review of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- 14.1.1. annual returns;
- 14.1.2. annual reports; and
- 14.1.3. annual statements of account.

14.2. The Directors must also keep records of:

- 14.2.1. all proceedings at meetings of the Directors;
- 14.2.2. all resolutions in writing;
- 14.2.3. all reports of Committees; and
- 14.2.4. all professional advice obtained.

14.3. Accounting records relating to the Club must be made available for inspection by any Director at any time during normal office hours.

14.4. A copy of the Club's Articles and Byelaws and latest available statement of account must be supplied on request to any Director or Full Member.

### 15. INDEMNITY

15.1. Subject to Article 15.2, a Director or former Director of the Club may be indemnified out of the Club's assets against:

- 15.1.1. any bona fide liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;
- 15.1.2. any bona fide liability incurred by that Director in connection with the activities of the Club in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); or
- 15.1.3. any other bona fide liability incurred by that Director as an Officer of the Club.

15.2. This Article 15 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

### 16. COMMUNICATIONS

16.1. Notices and other documents to be served on Members or Directors under these Articles or the Companies Acts may be served:

- 16.1.1. by hand;
- 16.1.2. by post;
- 16.1.3. by suitable electronic means;
- 16.1.4. and supplemented through publication in the Club's newsletter, or on the Club's website.

16.2. The only address at which a Member is entitled to receive notices sent by post is an address shown in the register of Members for that Member.

16.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 16.3.1. 24 hours after being sent by electronic means, posted on the Club's website or delivered by hand to the relevant address;
- 16.3.2. two clear days after being sent by first class post to that address;

- 16.3.3. three clear days after being sent by second class or overseas post to that address;
  - 16.3.4. immediately on being handed to the recipient personally; or, if earlier,
  - 16.3.5. as soon as the recipient acknowledges actual receipt.
- 16.4. A procedural defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

17. AMENDING THE ARTICLES

- 17.1. These Articles may be amended by special resolution of the Full Members passed in accordance with the terms of these Articles. A special resolution requires 75% of Members voting to vote in favour of the resolution.

18. PROFITS NOT TO BE DISTRIBUTED

- 18.1. The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 3.1.

19. DISSOLUTION OF THE CLUB

- If at any General Meeting or Special Meeting a resolution is passed and there remains after paying all its debts and liabilities any property or assets whatsoever, (subject to any decision by special resolution at the meeting) the same shall not be paid or distributed among the Members of the Club, but shall be given or transferred to another legal entity established for the benefit of the Members with substantially the same or similar objects as the Club. The Board must take such actions as are necessary to carry out such transfer.

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