

THE COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

ROYAL LYMINGTON YACHT CLUB LIMITED

No. 5435040

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE AND NOT

HAVING A SHARE CAPITAL

**MEMORANDUM OF ASSOCIATION OF ROYAL
LYMINGTON YACHT CLUB LIMITED**

1. The Company's name is Royal Lyminster Yacht Club Limited(hereinafter referred to as the "Club").
 2. The Club's registered office is to be situated in England and Wales.
 3. In this Memorandum, unless the contrary intention appears, the definitions contained herein shall have the same meanings as those contained in the Articles of Association of the Club with which the Club was incorporated.
 4. The Club's objects ("the Objects") are to encourage and promote yachting in all its aspects and to maintain a Clubhouse and such other facilities for the use of Members.
 5. The Club shall be a non-profit making organisation. All profits or surpluses shall be used to maintain or improve the Club's facilities. No profit or surplus shall be distributed other than to another non-profit making organisation or equally to Members on a winding up or dissolution of the Club.
 6. In furtherance of the Objects but not otherwise the Club may exercise the following powers:
 - 6.1. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts in the name of the Club;
 - 6.2. to invest and deal with the moneys of the Club not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made (including without limitation to establish and maintain capital reserves management funds and any form of sinking fund in order to pay or contribute towards all fees costs and other expenses incurred in the implementation of the Club's objects and to require the Members to contribute towards such reserves or funds (whether by way of entrance fee, annual subscription fee or other means) at such times in such amounts and in such manner as the Club may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined);
- 6.3. to acquire, alter, improve and (subject to such consents as may be required by law or under the Articles of Association) to charge or otherwise dispose of property (including without limitation to acquire the assets of the Unincorporated Club);
 - 6.4. to employ such staff (who shall not be General Committee Members) as are necessary for the proper pursuit of the Objects and to make all reasonable and necessary provision for the payment of pensions and superannuation to staff and their dependants;
 - 6.5. to co-operate with other like bodies and statutory authorities operating in furtherance of the Objects and to exchange information and advice with them;
 - 6.6. to permit use of the Clubhouse and other facilities by such persons other than Members as the General Committee may from time to time determine
 - 6.7. to pay out of the funds of the Club the costs charges and expenses of and incidental to the formation and registration of the Club;
 - 6.8. to carry on any other trade or business whatever which can in the opinion of the General Committee be advantageously carried on in connection with or ancillary to any of the businesses of the Club;
 - 6.9. to lend and advance money to give credit on any terms and with or without security to any person firm or company, to receive money (whether by way of deposit, loan or otherwise) upon any terms;
 - 6.10. to enter into any arrangements with any government or authority (supreme municipal local or otherwise) that may seem conducive to the attainment of the Club's objects or any of them and to obtain from any such government or authority any charters decrees rights privileges or concessions which the Club may think desirable and to carry out exercise and comply with any such charters decrees privileges and concessions;
 - 6.11. to effect such insurance as the Club may require in relation to Club Property, any property in which it has an interest, Members or otherwise against damage, destruction or public liability and such other risks as may be considered necessary appropriate or desirable;
 - 6.12. to operate a lottery for the Members and to use the proceeds of any such lottery as the General Committee shall direct; and
 - 6.13. to do all such other things as may be deemed incidental or conducive to the attainment of the Club's objects or any of them.

7. The liability of the Members is limited.
8. Every Full Member of the Club undertakes to contribute such amount as may be required (not exceeding £1.00 ("contribution")) to the Club's assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the Club's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
9. If the Club is wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of an extraordinary resolution of the Club and any other sanction required by the Act:
 - 9.1. realise the whole or any part of the assets of the Club and divide the proceeds among the Full Members;
 - 9.2. divide among the Full Members in specie or in kind, the whole or any part of the assets of the Club; or
 - 9.3. vest the whole or any part of the assets of the Club in trustees upon such trusts for the benefit of the Members as he, with the same sanction, determines; or
 - 9.4. make a distribution to another non-profit organisation pursuant to Article 2.

ARTICLES OF ASSOCIATION
COMPANIES ACTS 1985 TO 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF
ROYAL LYMINGTON YACHT CLUB LIMITED
(amended by special resolutions passed on 3 February 2007 and 2 February 2008)

1. **DEFINITIONS AND INTERPRETATION**

1.1. In these Articles, unless the contrary intention appears, the following definitions apply:

"Act"	means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force;
"the Articles"	means the Articles of Association of the Club from time to time in force;
"Board"	means the Club notice board;
"Club"	means Royal Lyminster Yacht Club Limited being a company registered in England and Wales having registered no.5435040;
"Clubhouse"	means the Clubhouse at Bath Road, Lyminster, Hampshire, or such other premises as the Club may occupy;
"Club Property"	means all of the Club's real and personal, movable and immovable property except liquid assets including the Clubhouse, fixtures and fittings, the crane, pontoons, jetties, gangways, boats and starting platform;
"Club Secretary"	means the club secretary of the Club from time to time appointed by the General Committee;
"Committees"	means the General Committee and all other committees and subcommittees;
"Company Secretary"	means the company secretary of the Club or any other person appointed to perform the duties of the company secretary of the Club pursuant to Section 283 of the Act;
"Family Members"	has the meaning given in Article 4;
"First Members"	has the meaning given in Article 3;
"Full Members"	has the meaning given in Article 4;
"General Committee"	means the board of General Committee Members of the Club;
"General Committee Members"	means the directors of the Club, consisting of the Officers of the Club and up to 12 Full Members;
"General Meeting"	means the annual general meeting and/or an extraordinary general meeting;
"Honorary Life Members"	has the meaning given in Article 4;
"Honorary Members"	has the meaning given in Article 4;

“Junior Members”	has the meaning given in Article 4;
“Members”	means all Members from time to time of the Club as prescribed by Articles 3 to 6 inclusive and “Membership” shall be construed accordingly;
“Memorandum of Association”	means the Memorandum of Association of the Club dated the date hereof;
“Officers of the Club” or “Officers”	means the Commodore, the Vice-Commodore, the Rear Commodore Sailing, the Rear Commodore House and the Rear Commodore Finance of the Club appointed pursuant to Article 15;
“Overseas Members”	has the meaning given in Article 4;
“Provisional Members”	has the meaning given in Article 4;
“Regulations”	means the regulations of the Club from time to time adopted pursuant to Article 25;
“Spouse or Partner”	means the spouse, civil partner or cohabitant of a Full Member whose name has been declared to the Club Secretary in writing by such Full Member;
“Trustees”	means those persons appointed in accordance with Article 18;
“Trustee Requisition”	means a requisition requiring the General Committee to convene an extraordinary general meeting pursuant to Article 19 in writing signed by not less than two of the Trustees then in office;
“Unincorporated Club”	means the unincorporated club known as the Royal Lymington Yacht Club
“Young Away Members”	has the meaning given in Article 4.

- 1.2. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification not in force when these Articles become binding on the Club.
- 1.3. Words importing the masculine gender shall include the feminine. The singular shall include the plural and vice versa where the context permits.
- 1.4. The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations shall not apply to the Company.
- 2. OBJECTS**
- 2.1. The Club is established to encourage and promote yachting in all its aspects and to maintain a Clubhouse and other facilities for the use of Members
- 3. MEMBERS**
- 3.1. The First Members of the Club are:
- 3.1.1. the signatories to the Memorandum of Association and these Articles (who shall be Full Members); and
- 3.1.2. every current Member of the Unincorporated Club in whichever class of Membership they currently enjoy provided such persons have not delivered to the Club an objection to such Membership within 7 days of their being notified of such appointment (such persons to become Members upon the expiry of such 7 day period).
- 4. MEMBERSHIP**
- 4.1. “Full Members” are members aged 18 years or over who are elected as such and include Honorary Life Members and Honorary Members.
- 4.2. “Family Members” are the Spouse or Partner of a Full Member or his partner living with him at the same address, his unmarried children aged 8 years or over and under 25 years, such other persons within that age group for whom the Full Member acts in loco parentis and the Spouse or Partner of a deceased Full Member, who are elected as such.
- 4.3. “Junior Members” are members aged 8 years or over and under 18 years neither of whose parents is a Member of the Club and who are elected as such or are admitted as such on the recommendation of the Member in Charge of Junior Sailing.
- 4.4. “Young Away Members” are Full or Family Members who are temporarily based away from Lymington, from whom application in writing is received by the Secretary to be placed on the young away members list. Entry to the category is open to Members under 21, for a maximum duration 7 years. Young away members may use the Club on not more than six occasions each year.
- 4.5. “Overseas Members” are existing Members who are not ordinarily resident in the United Kingdom, from

whom an application in writing is received by the Secretary to be placed on the overseas list. A Member must complete a minimum of two full membership years before becoming eligible for Overseas membership. He may therefore not be placed on the Overseas list earlier than the 1 October next but two following his election to membership of the Club. If such application is approved by the General Committee overseas membership shall commence on 1 October following receipt of the application and written confirmation by the Member that he is abroad, and shall end on 30 September after the date on which the Member ceases to reside outside the United Kingdom or is deemed so to do. Overseas Members may, after first notifying the Secretary in writing of their presence in the United Kingdom, use the facilities of the Club for 30 consecutive days and not more than six other occasions in any one year, ending 30 September, but if an Overseas Member remains in the United Kingdom for longer than that time his overseas membership shall automatically cease. Every Overseas Member shall confirm annually by letter to the Secretary that he continues to meet the conditions for Overseas membership, failing which the Secretary shall revert the Member and associated Family members to UK membership from the immediately following 1 October and shall so advise the Member. In this Article the "United Kingdom" shall include the Isle of Man and the Channel Islands.

- 4.6. "Provisional Members" are Members elected as either Full Provisional Members or Family Provisional Members.
- 4.7. "Honorary Life Members" are persons elected as such by the General Committee as a mark of respect or in appreciation of exceptional service to the Club.
- 4.8. "Honorary Members" are persons elected annually as such by the General Committee. An "Honorary Member" may not stand for office, vote at any meeting of the Club, or propose or second any application for membership, but shall otherwise have the rights and obligations of Full Members.
- 4.9. Temporary Members are those admitted as such in accordance with the Club's Regulations and shall only be treated as members for the purpose of using Club facilities as prescribed by the Regulations and for no other purpose.

5. ENTRANCE FEES AND SUBSCRIPTIONS

- 5.1. Entrance Fees and subscriptions shall be payable by Members other than by Honorary Members, Honorary Life Members and Temporary Members. Such Entrance Fees and subscriptions shall be determined at General Meeting.
- 5.2. Annual subscriptions are due on 1 October in each year. Members whose subscriptions are not received in full by 5 October will be sent a final request for payment and notified that if their

subscription is not received in full by 31 October their names will be posted on the Board. Where an appropriate subscription is not received in full by 1 December the General Committee may at its discretion suspend or terminate the membership of the defaulting Member.

- 5.3. An entrance fee shall be paid by a Full Member and by a Family Member aged 18 years or over unless he has been a Family Member or Junior Member for a period of not less than 2 years. An entrance fee shall not be paid by a Provisional Member unless and until he has been elected to Full or Family Membership.
- 5.4. Where both parents of a child under the age of 18 years are Members no subscription is payable in respect of that child.
- 5.5. Where only one parent is a Member, a subscription at the appropriate Junior rate shall be payable in respect of any one child Family Member in the family.
- 5.6. In the year of his election, a Member shall pay the full or such reduced subscription as may be determined by the General Committee.
- 5.7. Any member aged 60 years or over who has been a Member for not less than the previous 25 years, on making a written request to the Secretary stating the date of his birth, shall be entitled to pay such reduced rate of subscription from the next 1 October as may be determined at a general meeting. Members who were entitled to a reduced subscription from 1 January 1987 shall continue to be so entitled notwithstanding that they may not satisfy the foregoing requirements.
- 5.8. Notwithstanding Article 5.2:

Members who at 12 February 2000 paid by two instalments may continue to pay annual subscriptions by two equal instalments on 1 October and 1 April in any financial year of the Club; and

Members in the 25-29 age-group and former Junior Members in the 18-25 age group may pay their annual subscriptions by four equal instalments on 1 October, 1 January, 1 April and 1 July in any financial year of the Club

provided in each case that:

- 5.8.1. written notice thereof is given to the Secretary not less than one calendar month before the first such instalment; and
- 5.8.2. all instalments are paid by direct debit; and
- 5.8.3. if any instalment remains unpaid after 30 days after the due date, a Member so defaulting will be sent a request for payment and be informed that if such instalment remains outstanding 15 days thereafter his name will be posted on the Board. If an

outstanding instalment is not paid within such period of 15 days the Committee may at its discretion suspend or terminate the membership of the defaulting Member.

membership as may from time to time be issued by the General Committee.

6. ELECTION OF MEMBERS

- 6.1. The Club shall elect Full Members in accordance with the Articles. The Club may have Members in addition to its Full Members and such Members shall be appointed in accordance with the Articles.
- 6.2. Only persons who are actively involved in yachting shall be eligible for election to Full, Full Provisional or Junior membership unless the General Committee considers otherwise in a particular case. A Family Member over the age of 18 who wishes to become a Full Member (or exchange categories with his Full Member Spouse or Partner) may apply so to do.
- 6.3. A candidate for Full or Family membership, except where the candidate is a prospective Family Member under 21 years of age, or is an existing Family Member over the age of 18, shall be proposed and seconded by Full Members both of whom have either been Full Members for at least 2 years unless the General Committee considers otherwise in any particular case. An existing Family Member who meets the requirements of Article 6.2 may apply to transfer to Full membership.
- 6.4. A Family Member over the age of 18 wishing to become a Full Member (or exchange categories with his Full Member Spouse or Partner) shall be required to satisfy the requirements of Article 6.2 in full, unless Article 13.1 applies.
- 6.5. A candidate for Family membership under 18 years of age may be admitted to such membership on the application of the Full Member who proposed or seconded his parent for membership or of his parent if a Full Member.
- 6.6. A candidate for Full membership must have been personally well known to the proposer and seconder unless the General Committee considers otherwise in a particular case.
- 6.7. A Junior Member may be registered as such by the Secretary following a recommendation by the Member in charge of Junior Sailing. The list of Juniors registered is to be reported to the next meeting of the General Committee for ratification.
- 6.8. No Member may propose or second a candidate where a professional or business relationship exists between them, nor shall both proposer and seconder have a close family relationship with the candidate unless the General Committee decides otherwise in a particular case.
- 6.9. The proposer and seconder shall comply with such Guidance Notes relating to applications for

- 6.10. Notice of the name of a candidate eligible for election, stating his proposer and seconder where appropriate, or of a candidate for Provisional Membership, or of an existing Family Member applying to become a Full Member, shall be posted on the Board for a period of at least 28 days before the meeting of the General Committee at which his candidature is to be discussed and at which all letters from members pursuant to such notice received by the Club Secretary prior to the meeting shall be considered. The names of those proposed to be registered as Junior Members shall similarly be displayed on the board for 28 days before they are so entered.
- 6.11. Applications for membership shall be considered by the General Committee. After consideration election shall be by ballot of those members of the General Committee present and voting. Two negative votes shall exclude. An excluded candidate may not be proposed for election within one year of exclusion.
- 6.12. Members of the General Committee shall not propose or second any candidate for membership except in a particular case where it is desired to pay a special compliment to the candidate.
- 6.13. A Provisional Member may be elected as such on the basis of his own application for a maximum period of twelve months from the date of his application being approved. If by that time the Provisional Member has not applied for Full or Family membership, his provisional membership shall terminate. Applications for Provisional Membership shall not be accepted from those who by virtue of their residence in the area or otherwise might have reasonably been expected to have obtained proposers and seconders in accordance with the provisions of 6.3 above unless the General Committee considers otherwise in a particular case.
- 6.14. Notwithstanding anything set out above, no person shall be admitted either to membership or to any of the privileges of membership without an interval of at least 2 days between their nomination or application for membership and their admission, and persons becoming members without nomination or application may not be admitted to the privileges of membership without an interval of at least 2 days between their becoming members and their admission.
- 6.15. The General Committee may, on a case by case basis, approve a transfer from Full to Family membership, provided normally that the Spouse or Partner of the applicant remains a Full Member.
- 6.16. A lapsed Member, other than one expelled for non-payment of dues under Article 5.2 or 5.8.3, expelled under Article 8 or invited to resign for disciplinary reasons, may apply to rejoin the Club. His application, which will require neither proposer, seconder nor interviews, will be considered by the

General Committee. An entry fee at half the normal rate or the back subscriptions, whichever is the less, will be payable on rejoining after an absence of a year or more.

- 6.17. Every Member on joining the Club impliedly undertakes to observe and be bound by the Articles and the Regulations from time to time in force.

7. RESIGNATION OF MEMBERS

- 7.1. Members who wish to resign from the Club must notify the Club Secretary in writing of their intention to do so before 1 October in any year, otherwise they will be liable for subscription for that year.

- 7.2. Any notice of notification regarding resignation must be given by the Member concerned and not by any other party, other than under enduring powers of attorney.

8. EXPULSION AND SUSPENSION OF MEMBERSHIP

- 8.1. Any conduct by a Member amounting to refusal or neglect to observe the Articles and Regulations or any conduct, which in the opinion of the General Committee is unbecoming of a Member or which is injurious to the character or interests of the Club or which may bring the Club into disrepute shall render him liable to suspension of his membership for so long as the General Committee shall consider appropriate or expulsion by the General Committee, provided that before suspending or expelling a Member he shall be given written notice, sent to him at his last address registered by the Club Secretary, of the behaviour complained of, calling upon him for an explanation in writing and giving him an opportunity to respond before the General Committee. Any meeting of the General Committee called for such purpose shall be a special meeting called solely for that purpose and the Trustees shall not attend. The Member may be accompanied, but not represented, by a Member of his choice.

- 8.2. If, after enquiry and any such hearing, the General Committee find that the Member has been guilty of such conduct he may be cautioned, or suspended, or expelled, and the decision of the General Committee shall be communicated by the Club Secretary in writing to the Member concerned and published in such manner as they may direct. No Member shall be expelled or suspended unless a resolution for his expulsion or suspension is passed by a majority of at least two-thirds of the members of the General Committee present and voting at the meeting or any adjournment thereof.

- 8.3. Following the receipt of written notification of the decision of the General Committee, the Member may within seven days by letter to the Club Secretary request a hearing before the Trustees, or any two of them, at which the Member may be accompanied, but not represented, by another Member. Such hearing shall be held within 7 days of the receipt by the Club Secretary of that request, or

as soon as practical thereafter. The decision of the Trustees shall be final and shall be communicated to the Member in writing by the Club Secretary within 3 days of the hearing at which point that decision shall have effect.

- 8.4. A Member whose membership has been suspended shall not be permitted on Club Property during the period of suspension and a Member who has been expelled shall not thereafter be allowed on Club Property unless the General Committee decides otherwise.

9. MEMBERS TO DISCLOSE INTEREST AND NOT TO PROFIT

- 9.1. Every Member involved in organising any of the Club's activities shall disclose to the General Committee any material financial or other interest in the activity, in the case of election or appointment to the General Committee or any other Committee, before such election or appointment and, in any other case, before becoming involved in organising such activity.

- 9.2. Without prejudice to Article 9.3, no Member shall in any circumstances or in any manner receive any profit, salary or emoluments directly or indirectly from the funds or transactions of the Club without the prior written approval of the General Committee.

- 9.3. No person shall at any time be entitled to receive at the expense of the Club or of any Member any commission, percentage or similar payment on or with reference to purchases of intoxicating liquor by the Club; nor shall any person directly or indirectly derive any pecuniary benefit from the supply of intoxicating liquor by or on behalf of the Club to Members or guests apart from any benefit accruing to the Club as a whole and apart also from any benefit which a person derives indirectly by reason of the supply giving rise to a contribution to a general gain from the carrying on of the Club.

- 9.4. Without prejudice to Articles 9.2 and 9.3 no member of any committee shall vote at a meeting of the committee on any decision concerning a matter in which he has directly or indirectly any material financial or other interest or duty which conflicts or may conflict with the interests of the Club, nor shall any member be counted in the quorum present at a meeting in relation to a decision on which he is not entitled to vote.

10. RIGHTS OF MEMBERS

- 10.1. Members may use Club property and facilities but may not knowingly remove, injure, destroy or damage any Club property and shall make restitution of the same or pay the reasonable costs of replacement or repair if so directed by the General Committee.

- 10.2. Any Member who ceases to be a Member of the Club shall forfeit any and all rights and claims upon the assets of the Club arising by reference to his

Membership of the Club, subject to the Member's rights under any Club debenture which has not been repaid in full.

11. MEETINGS

11.1. ANNUAL GENERAL MEETING

11.1.1. The Club must hold a general meeting in each year as its annual general meeting in addition to any other general meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.

11.1.2. The purposes of the annual general meeting shall be:

11.1.2.1. to read and if appropriate confirm the minutes of the last preceding general meeting;

11.1.2.2. to receive from the General Committee a general report, an estimate of receipts and expenditure for the current financial year and approve the accounts for the previous financial year;

11.1.2.3. to decide the entrance fee and subscription for the ensuing year;

11.1.2.4. to fill vacancies in the General Committee and amongst the trustees and to appoint professionally qualified auditors;

11.1.2.5. to decide on any duly proposed resolution or business.

11.1.3. An annual general meeting shall be held within 6 months after the financial year end on and at such date, time and place as the General Committee shall determine.

11.1.4. Not less than 56 days' notice of the date on which it is proposed to hold an annual general meeting shall be posted on the Board.

11.1.5. Not less than 21 days' notice of an annual general meeting shall be given to each Full Member with:

11.1.5.1. a list of the business to be discussed and the resolutions to be proposed thereat and the names of the proposers and seconders thereof;

11.1.5.2. a proxy form printed with the proposed resolutions or business to be passed at the meeting and a ballot paper printed with the names of the candidates in alphabetical order of surnames under the position to which election is sought, the names of the proposer and seconder and with blank boxes opposite in which votes may be recorded; and

11.1.5.3. a copy of the curriculum vitae (not exceeding one hundred words) of each of the candidates.

11.1.6. No candidate shall be eligible unless his nomination with names of the proposer and seconder and his

curriculum vitae (of less than 100 words) is received by the Company Secretary no later than noon on the 28th day before the date proposed for the annual general meeting provided that if there is then no candidate for a vacancy, the General Committee shall nominate a candidate for that vacancy and upon the acceptance of such nomination shall post notice of such nomination and acceptance upon the Board not later than 14 days before the proposed date of the annual general meeting and such election shall be by vote at the annual general meeting.

11.1.7. Every Full Member shall be entitled to vote for as many candidates as there are vacancies to be filled and no more as follows:

11.1.7.1. a vote shall be recorded by placing a cross in the said box on the ballot paper opposite the names of not more than one candidate per vacant position and not more candidates than there are vacancies and papers marked otherwise shall be rejected;

11.1.7.2. the ballot paper shall be returned to the Company Secretary by twelve noon on the day before the date notified for the annual general meeting and any ballot paper arriving thereafter shall be rejected;

11.1.7.3. the ballot papers shall be counted by Members (not being candidates or proposers) and/or Club employees;

11.1.7.4. the candidates up to the number of vacancies to be filled who shall receive the most votes shall be declared elected, and in the case of two or more candidates receiving an equal number of votes, the chairman of the annual general meeting shall have a second or casting vote;

11.1.7.5. the results of the elections shall be kept secret until announced at the annual general meeting.

11.1.8. No resolution or business shall be discussed at an annual general meeting unless:

11.1.8.1. notice in writing proposed and signed by at least two Full Members shall have been given to the Company Secretary by no later than noon on the 28th day before the meeting, or

11.1.8.2. the General Committee has ordered it to be included in the notice under Article 11.1.5 convening the meeting and it is so included.

11.1.9. Upon receipt by the Company Secretary (but not earlier than the notice proposing to hold an annual general meeting has been posted on the Board pursuant to Article 11.1.4) of a notice prescribed by Article 11.1.6, a copy thereof shall be posted on the Board.

11.2. EXTRAORDINARY GENERAL MEETING

11.2.1. All general meetings other than annual general meetings shall be called extraordinary general meetings.

11.2.2. The General Committee may, and shall if required to do so in writing signed by not less than 30 Full Members, call an extraordinary general meeting stating the purposes for which the meeting is required and the motion or business to be considered thereat. Discussion at such meeting shall be confined to that motion or business.

11.2.3. Not less than 28 days' notice of such meeting stating the purpose for which the meeting is required and any motion or business to be considered thereat, and the names of the Members requisitioning the meeting and proposing and seconding such motion shall be sent by the Company Secretary to every Full Member. Such meeting shall be held not more than 49 days after receipt by the Company Secretary of the requisition therefore.

11.3. QUORUM

11.3.1. No business may be transacted at any general meeting unless a quorum is present.

11.3.2. Fifty Full Members or, if there are less than 50 Members all of the Members, present in person or by proxy shall constitute a quorum

11.4. CHAIRMAN

11.4.1. At all general meetings the Commodore, or, in his absence, the Vice-Commodore shall take the chair and in their absence the Full Members present shall elect a chairman.

11.5. AMENDMENTS TO BUSINESS

11.5.1. Notwithstanding Articles 11.1.8 and 11.2.2, amendments to resolutions may be moved at a general meeting provided that the effect of any such amendment would not be substantially to change the character or nature of the original resolution. The decision of the chairman as to whether or not any amendment satisfies this proviso shall be final and binding.

11.6. ADJOURNMENT

11.6.1. The chairman may, and shall if so directed by the meeting, adjourn a general meeting at which a quorum is present from time to time but not for more than 21 days in total.

11.6.2. No business shall be transacted at an adjourned general meeting other than business of which notice was given on the agenda of the meeting which was adjourned. Notice of any adjournment and the business to be discussed thereat shall be posted on the Board within one day of the adjournment, unless the adjournment is only temporary (i.e. the general meeting is to be reconvened and does reconvene within 24 hours of the time of adjournment).

11.7. PASSING OF RESOLUTIONS

11.7.1. At any general meeting:

11.7.1.1. a declaration by the chairman that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority, and

11.7.1.2. an entry to that effect in the book of proceedings of the Club

are conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the chairman or by at least 5 Full Members present in person or by proxy.

11.7.2. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:

11.7.2.1. by the chairman; or

11.7.2.2. by at least 5 Full Members having the right to vote at the meeting;

and a demand by a person as proxy for a Full Member shall be the same as a demand by the Full Member.

11.7.3. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

11.7.4. A poll shall be taken as the chairman directs and he may appoint Full Members as scrutineers (who shall not, in the case of voting on a resolution to elect candidates to fill vacancies on the General Committee, be themselves candidates or proposers in respect of such election) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

11.7.5. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be either forthwith or at such time and place as the chairman directs not being more than 21 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

11.7.6. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are

announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the time and place at which the poll is to be taken.

11.8. VOTING RIGHTS

11.8.1. Full Members may attend and vote at general meetings.

11.8.2. On a show of hands, each Full Member present in person shall have one vote. Proxies shall not be entitled to vote on a show of hands. On a poll, each Full Member present in person or by proxy shall have one vote. Voting shall be by a show of hands or by a poll at the chairman's discretion. In the case of an equality of votes the motion or business shall be deemed to have been rejected.

11.8.3. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in a form which the General Committee shall approve.

11.8.4. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:

11.8.4.1. in the case of an instrument in writing be deposited at the Clubhouse or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Club in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

11.8.4.2. in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

11.8.4.3. where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

11.8.5. A vote given or poll demanded by proxy shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Club at the Clubhouse or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

11.8.6. All Members other than Full Members may attend and speak at general meetings; but if the chairman of a general meeting considers that there is insufficient seating for those Full Members who wish to be present in the same room as the chairman, he may require other Members to move to another part of the building where the proceedings of the meeting will be relayed.

11.9. MINUTES

11.9.1. It shall be the duty of the Company Secretary to arrange for proper minutes accurately recording all of the resolutions and proceedings of general meetings. Minutes of an annual general meeting shall be read and confirmed at the next following annual general meeting. Minutes of an extraordinary general meeting shall be read and confirmed at the next following general meeting.

11.9.2. A note of decisions of general meetings shall be posted on the Board not more than seven days after the date thereof.

12. GENERAL COMMITTEE

12.1. The General Committee Members of the Club are the Officers and 12 other Full Members.

12.2. The first General Committee Members shall be those members of the General Committee of the Unincorporated Club as at the date of incorporation of the Club. Each of the first General Committee Members shall be deemed to take office immediately upon his executing an appropriate statutory form notifying the Registrar of Companies of his consent to act as a General Committee Member.

12.3. The General Committee shall normally meet once in every month and not less than 10 times in any calendar year.

12.4. Seven Members of the General Committee are a quorum at a meeting of the General Committee.

12.5. A note of all decisions made by the General Committee, except those which relate to matters of a personal or confidential nature, shall be posted on the Board not more than 7 days after the relevant meeting of the General Committee.

13. APPOINTMENT AND RETIREMENT OF GENERAL COMMITTEE MEMBERS

13.1. All of the General Committee Members shall have been Full Members of the Club or the Unincorporated Club for at least 2 years immediately prior to election or appointment provided that a Family Member shall be eligible for election subject to him applying for Full Membership not later than noon on the 28th day before the date proposed for the annual general meeting such Family Member shall be deemed to be admitted as a Full Member pursuant to this Article upon him

- being elected as a General Committee Member. Such election of a Family Member to a General Committee Member shall satisfy the requirements of Article 6.3 as to the admission of a Family Member wishing to become a Full Member.
- 13.2. The Officers and the said twelve Members, unless appointed under Article 13.4, shall be proposed by any two Full Members and elected in accordance with Article 11 for a term of three years, or such lesser term in accordance with Article 13.5, when they shall retire and shall not be eligible for re-election to the General Committee for one year thereafter.
- 13.3. Any of the said 12 Full Members may be re-elected to the General Committee as Officers of the Club and any Officer of the Club may be re-elected as an Officer of the Club with more senior rank notwithstanding that the said 1 year has not elapsed as provided in Article 13.2.
- 13.4. The General Committee shall have power to fill any casual vacancy among the General Committee Members until the next annual general meeting.
- 13.5. If any member of the General Committee is appointed under Article 13.4 he shall hold such appointment until the next annual general meeting where he shall retire and be eligible for election. At the annual general meeting a Full Member shall be elected to the General Committee to fill the vacancy for the remainder of the term for which it has occurred. A General Committee Member elected for a lesser term than 3 years shall be eligible to stand for re-election at the end of that term, notwithstanding that the said 1 year has not elapsed as provided in Article 13.2.
- 13.6. Four members of the General Committee who have been elected as such shall retire each year. In the event of a lesser number retiring by expiry of tenure or otherwise, the balance of the number required to retire shall be according to seniority at each annual general meeting and, in the case of equal seniority, the order of retirement shall be determined by agreement or, failing agreement, by ballot.
14. **REMOVAL OF GENERAL COMMITTEE MEMBERS**
- 14.1. The office of General Committee Member is vacated if:
- 14.1.1. his Membership is terminated in accordance with Article 8;
- 14.1.2. in the opinion of the General Committee Members he does not attend an adequate number of meetings of the General Committee and the General Committee Members resolve to remove him as a General Committee Member as a result;
- 14.1.3. he gives the General Committee Members one calendar month's notice in writing that he resigns his office; or
- 14.1.4. he is removed by extraordinary resolution passed at a general meeting
15. **OFFICERS**
- 15.1. The Officers of the Club shall be a Commodore, Vice-Commodore, Rear Commodore Sailing, Rear Commodore House and Rear Commodore Finance who shall be elected at an annual general meeting or appointed to their office as General Committee Members in accordance with Article 13.
- 15.2. The Officers of the Club shall be full members of the General Committee and the Committees they chair pursuant to the Articles and the Regulations and ex-officio members of all other Committees.
- 15.3. The first Officers shall be the officers of the Unincorporated Club as at the date of incorporation of the Club.
16. **GENERAL CONDUCT OF COMMITTEES.**
- 16.1. Save as otherwise provided by the Articles, each committee shall be chaired by its designated chairman, or, in his absence, by any member of the committee elected by the committee for that purpose.
- 16.2. Each member (except ex-officio members) present at a meeting of any committee on which he serves shall be entitled to one vote. Save as otherwise provided decisions shall be determined by a majority of votes cast. In the case of an equality of votes, the chairman of a meeting shall be entitled to a second or casting vote.
- 16.3. Ex-officio members shall not be included in determining whether a meeting of any committee is quorate and shall not be entitled to vote at any committee meeting of which he is not a full member.
- 16.4. All committees shall have power to co-opt additional members for specific purposes subject to the approval of the General Committee or to invite individuals to attend and address meetings as necessary, save that neither co-opted members nor invitees shall have a vote nor be included in determining whether a meeting is quorate.
- 16.5. All committees shall have power to appoint subcommittees, the members of which do not have to be members of the appointing committee.
- 16.6. At least 7 days' notice of any meeting of a committee shall be given to its members. If an emergency arises demanding an immediate decision the chairman of the relevant committee or, in his absence, the Officers available together with such members of the committee as may be available shall be empowered to decide the matter.

16.7. Any member of a committee who in the opinion of that committee does not attend an adequate number of meetings of that committee shall, if that committee resolves, cease to be a member of it.

16.8. Subject to the provisions of the Act and provided that he has disclosed to the General Committee Members the nature and extent of any material interest of his, a General Committee Member may vote as a General Committee Member on any contract or arrangement in which he is interested or upon any matter arising therefrom and if he shall so vote his vote shall be counted and he may be reckoned in determining the quorum when any such matter is under consideration.

17. **APPOINTMENT OF COMPANY AND CLUB SECRETARY**

17.1. The Company Secretary of the Club shall be appointed by the General Committee for such term, at such remuneration and upon such conditions as they think fit.

17.2. The General Committee may terminate the Company Secretary's appointment and fill a vacancy in the office.

17.3. The General Committee shall have power to appoint, pay and dismiss the Club Secretary and such other employees as it deems necessary on such terms as it thinks fit.

18. **TRUSTEES**

18.1. There shall not be less than 3 Trustees appointed in accordance with Article 18.3. If the number of Trustees is less than 3, the General Committee shall appoint (as soon as reasonably practicable following a vacancy arising) such Trustees as are required to ensure that the number of Trustees is 3.

18.2. The First Trustees shall be the trustees of the Unincorporated Club as at the date of incorporation of the Club.

18.3. The Trustees shall be proposed by two Full Members and elected for a term of five years using the same procedure as that set out at Article 13 in respect of General Committee Members save that a casual vacancy shall be filled by the General Committee until the next Annual General Meeting, when he shall retire and be eligible for election under this Article. A Trustee shall be eligible for re-election as a Trustee for one further period of up to five years but shall not be eligible as a Trustee thereafter.

18.4. A Trustee shall remain in office until expiry of his term of office, ceasing to be a Member, death, resignation or removal from office by resolution proposed on behalf of the General Committee and passed at a general meeting.

18.5. A Trustee shall be a Full Member who has normally been a Full Member for not less than 20 years and will normally not be less than 50 years of age.

19. **POWERS OF THE TRUSTEES**

19.1. The Trustees shall be entitled (as though they were General Committee Members) to receive notice of, attend and speak at General Committee Meetings (other than in relation to any matter relating to Article 8). The Trustees shall not be entitled to vote at General Committee Meetings.

19.2. Any Trustee shall (in his absolute discretion and conscience) if he thinks fit be entitled to sign and/or propose a Trustee Requisition.

19.3. The General Committee shall, on receipt of a Trustee Requisition signed by not less than two Trustees, forthwith proceed duly to convene an extraordinary general meeting of the Club.

19.4. The Trustee Requisition must state the objects of the meeting, and must be signed by the requisitionists and be deposited at the registered office of the Club, and may consist of several documents in like form from each signed by one or more requisitionists.

19.5. If the General Committee does not within 21 days from the date of the deposit of the Trustee's Requisition proceed duly to convene a meeting, the requisitionists, or any of them may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of 3 months from that date.

19.6. A meeting convened under this section by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by General Committee Members.

19.7. Any reasonable expenses incurred by the requisitionists by reason of the failure of the General Committee duly to convene a meeting shall be repaid to the requisitionists by the Club if not previously borne by the Club.

19.8. The Trustees shall be required to consider the appeals of any Members expelled and/or suspended in accordance with the provisions of Article 8.

20. **DEEMED TERM OF SERVICE**

20.1. Where any person is a General Committee Member or Trustee or Officer of the Club and such person had been a General Committee Member or Trustee or Officer of the Unincorporated Club, he shall be deemed to have been a General Committee Member or Trustee or Officer of the Club (as the case may be) for the purposes of determining the duration of his service as a Trustee or General Committee Member or Officer (as the case may be).

- 20.2. Where any person is a Member of the Club and such person had been a member of the Unincorporated Club, he shall be deemed to have been a Member of the Club for the purposes of determining the duration of his Membership.
21. **ACCOUNTS**
- 21.1. The General Committee must ensure that proper books of account are kept in respect of:
- 21.1.1. all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place; and
- 21.1.2. the assets and liabilities of the Club.
- 21.2. The books of account must be kept at the registered office of the Club, or at such other place or places as the General Committee thinks fit, and must always be open to the inspection of the General Committee Members.
22. **PRESENTATION OF ACCOUNTS**
- 22.1. Once at least in every year, the General Committee must lay before the Club in general meeting an account of income and expenditure for the period since the preceding account.
- 22.2. A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these Articles at least 21 days prior to the meeting.
- 22.3. Every account and balance sheet must be accompanied by a report of the General Committee and the account, report and balance sheet must be signed by any two Officers and countersigned by the Company Secretary and audited by the Club's auditors appointed pursuant to Article 11.1.2.4.
23. **THE CAPITAL RESERVE AND REVENUE FUNDS**
- 23.1. Entrance fees, unspecified gifts and such other non-recurring income as the General Committee shall determine shall be paid into a fund (called the Capital Reserve Fund) which shall not be expended without the prior authorisation of Full Members by the passing of a resolution proposed on behalf of the General Committee at general meeting.
- 23.2. Provision shall be made out of the annual subscription income to meet the costs of maintaining and repairing the facilities of the Club including its property, buildings and structures as the General Committee shall deem appropriate.
24. **POWERS OF GENERAL COMMITTEE**
- 24.1. The General Committee:
- 24.1.1. may expend and authorise the expenditure of Club funds in such manner as it thinks fit to discharge the proper costs of managing the Club in accordance with these Articles and the Regulations and any resolutions passed at general meetings;
- 24.1.2. save as otherwise provided in the Articles:
- 24.1.2.1. may borrow such monies as are from time to time necessary to meet temporary cash flow shortages for the purposes set out in Article 24.1.1 provided that such borrowing and related charges will be fully repaid by the end of the financial year in which they are incurred;
- 24.1.2.2. with the exception of any borrowings authorised under Article 24.1.2.1, may not borrow money or otherwise pledge the credit of the Club without the prior authorisation of Members by the passing of a resolution at general meeting stating the purpose, form, manner and terms thereof (including any security to be provided under Article 24.1.2.3);
- 24.1.2.3. may pledge any property of the Club or any part thereof for the purposes of Articles 24.1.2.1 and/or 24.1.2.2 provided that in the case of Article 24.1.2.2 the resolution referred to in Article 24.1.2.2 states the nature and full terms of the security to be provided;
- 24.1.2.4. shall not enter into any contracts other than those which are deemed to be necessary for the proper day to day management of the Club without the prior authorisation of Members by the passing of a resolution at a general meeting stating the nature, purpose and material terms thereof.
- 24.1.3. all Members, whether voting on any resolution referred to in Articles 24.1.2.2 to 24.1.2.4 or not, and all persons becoming Members after the passing of such resolutions shall be deemed to have assented to the same as if they had voted in favour of such resolution.
- 24.2. Subject to Article 24.1, the General Committee may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these Articles or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting.
- 24.3. The General Committee may act notwithstanding vacancies.
25. **ARTICLES AND REGULATIONS**
- 25.1. The Articles may be added to, repealed or amended by a special resolution passed at a general meeting of the Club. Provided that the General Committee may add to, repeal or amend the Articles and any such addition repeal or amendment shall be binding upon Members until duly approved at the next annual general meeting. Notification of any such addition, repeal or amendment shall be posted on the Board.

25.2. The General Committee shall be the sole authority for interpretation of the Articles and Regulations. The decision of the General Committee upon any question of the interpretation or upon any matter affecting the Club and not provided for by the Articles or Regulations shall be final and binding on the Members.

25.3. The General Committee may from time to time make, amend, add to or repeal the Regulations as it shall think expedient for the management and well-being of the Club. Notification of any such Regulation or alteration or repeal shall be posted on the Board.

25.4. A copy of the Regulations and these Articles and any amendments thereto shall be provided to every Full Member and to every other Member on request and a copy of any changes to the Articles and the Regulations shall be posted on the Club's notice board and will be available from the Company Secretary on request.

25.5. No Regulation may be inconsistent with, or affect or repeal anything contained in, the Memorandum or Articles of Association of the Club, or be in breach of any statutory provision.

25.6. Notwithstanding any other provision of this Article 25, any Regulation may be set aside by a special resolution of a general meeting of the Club.

26. **BURGEE, ENSIGN & PENNANTS**

26.1. The design of the Club burgee is gules a cross of St. George azure fimbriated argent in the centre thereof a lymphad or with sails furled and in the first quarter a naval crown of the fourth.

26.2. The approved designs of the Club's burgee, privilege ensign, membership flag and the respective pennants and flags of its Commodore, Vice-Commodore, Rear Commodores, Captains of Racing and Cruising and former Commodores shall be held by the Secretary and be available for inspection.

27. **MANAGEMENT OF THE CLUB**

27.1. The General Committee shall

27.1.1. Manage the affairs of the Club in accordance with the Memorandum, Articles, Regulations and any resolutions passed at general meeting.

27.1.2. Be supported by the Sailing and House Committees and the Finance Sub Committee and such other committees as the General Committee shall determine from time to time. These committees, together with the Officers of the Club, shall conduct their business and carry out their responsibilities in accordance with the directions of the General Committee. The responsibilities and membership of such committees shall be determined by the General Committee.

27.2. The day to day affairs of the Club shall be administered by the Club Secretary supported by the Officers of the Club (and if there is no Club Secretary at any time by the Officers of the Club) who shall be accountable to the General Committee and act in accordance with its directions.

28. **POWERS OF THE GENERAL COMMITTEE IN RELATION TO LIQUOR**

28.1. The General Committee shall be responsible for the purchase of intoxicating liquor and other bar provisions for and the supply thereof by the Club which shall be in its absolute discretion subject to clause 28.2 and shall in no way be restricted in freedom of purchase.

28.2. Intoxicating Liquor may be purchased and supplied for the Club as provided in the Regulations which shall be subject to the provisions of the Licensing Act 1964 or any Act amending or replacing it.

29. **DUTIES AND RESPONSIBILITIES OF OFFICERS**

29.1. The Commodore shall be the Chairman of the General Committee;

29.2. The Vice-Commodore shall deputise for the Commodore in his absence;

29.3. The Rear Commodore Sailing shall be the Chairman of the Sailing Committee;

29.4. The Rear Commodore House shall be the Chairman of the House Committee;

29.5. The Rear Commodore Finance shall be Chairman of the Finance Sub-Committee.

29.6. The responsibilities of Officers shall be determined from time to time by the General Committee.

30. **REAR COMMODORE FINANCE**

The Rear Commodore Finance shall be responsible to the General Committee for the control of the Club's liquid assets and managing the Club's financial affairs including insurance and ensuring that adequate books of account and records are maintained and keeping the liquid assets of the Club at such place and in such manner as shall from time to time be determined by the General Committee.

31. **THE SAILING COMMITTEE**

31.1. The Sailing Committee shall be responsible to the General Committee for all arrangements and matters connected with yachting, for the management and maintenance of Club Property directly connected with these activities including pontoons and access piers to seaward of the sea wall, and for the income and expenditure arising in connection therewith.

31.2. The Sailing Committee shall have the power to expend and authorise the expenditure of Club funds in the discharge of its aforesaid responsibility in such amounts as are authorised by the General Committee from time to time and subject thereto shall have power to take such action as it considers appropriate.

31.3. The Sailing Committee shall consist of the Rear Commodore Sailing, the Captains of Racing and Cruising and not less than 6 Full or Family Members.

31.4. Except for the Rear Commodore Sailing and ex-officio members, all members of the Sailing Committee shall be nominated by the Sailing Committee and appointed to it by the General Committee for a term of three years when they shall retire and shall not be eligible for re-appointment to the Sailing Committee for one year thereafter except that the Captains of Racing and Cruising may be re-appointed for a further period of up to three years without a one year interval.

31.5. Five members of the Sailing Committee shall constitute a quorum.

32. THE HOUSE COMMITTEE

32.1. The House Committee shall be responsible to the General Committee for the management and maintenance of the Clubhouse and the facilities and services it provides, for social events, for income and expenditure arising in connection therewith; and for recommending the tariff of charges made for services provided therein for the approval of the General Committee.

32.2. The House Committee shall have the power to expend and authorise the expenditure of Club funds in the discharge of its aforesaid responsibility in such amounts as are authorised by the General Committee from time to time and subject thereto shall have power to take such action as it considers appropriate.

32.3. The House Committee shall consist of the Rear Commodore House and 8 Full or Family Members.

32.4. Except for the Rear Commodore House and ex-officio members, all members of the House Committee shall be nominated by the House Committee and appointed to it by the General Committee for a term of three years when they shall retire and shall not be eligible for re-appointment to the House Committee for one year thereafter.

32.5. Five members of the House Committee shall constitute a quorum.

33. ANNUAL SAILING AND CLUB REVIEW

33.1. The purpose of the Annual Sailing and Club Review shall be to enable the Officers and the General Committee to discuss informally with Members the

general business and affairs of the Club including the budget for the financial year.

33.2. The Annual Sailing and Club Review shall be held each year on such date as the General Committee shall determine.

33.3. Notice of the Annual Sailing and Club Review shall be posted on the Board no less than 28 days before its proposed date.

33.4. The Annual Sailing and Club Review shall not be a general meeting nor may any binding resolution or decision be made thereat.

34. CLUB NOT TO BE USED FOR BUSINESS OR OTHER PURPOSES

No Member shall give the address of the Club in any advertisement, or use the Club address for any business purposes or use the Club's name, property or facilities for any business or other purpose except as expressly authorised by the General Committee.

35. COMPLAINTS

Should any Member be dissatisfied with the service received from the staff, he shall refer the matter to an Officer or to the Secretary. No Member shall personally censure or reprimand any member of staff.

36. LIABILITY AND THE CLUB'S ASSETS

36.1. Neither the Club nor the Members or any Officers or employees of the Club shall be liable to any Member or visitor for any loss of or damage to any property occurring nor for any injury sustained by any Member or visitor from whatever cause on in or about the Club property save that a person deliberately inflicting such loss or damage upon another may be liable to that other. Any property, craft or gear whether at moorings, being handled, stored, repaired or maintained on or at Club premises are at owner's risk. A notice to the above effect shall at all times be displayed in a prominent position in the Clubhouse. Nothing in this Article shall exclude the liability of the Club, its Members or its Officers or employees to a greater extent than is permissible by law.

37. AUDIT

The accounts of the Club shall be audited by the auditor as soon as practicable after the financial year end, which will be on 30 September, but before presentation to the annual general meeting.

38. DISSOLUTION

38.1. If at any general meeting a resolution for the dissolution of the Club shall be passed by a majority of the Full Members present and at an extraordinary general meeting held not less than six weeks thereafter (of which not less than four weeks written

notice shall have been given to each Member) and at which not less than one third of the Full Members shall be present that resolution shall be confirmed by a resolution passed by a majority of two thirds of the Full Members voting thereon, the General Committee shall thereupon, or at such future date as shall be specified in such resolution proceed to realise the assets of the Club and after the discharge of all liabilities shall distribute the same in accordance with Article 38.2.

38.2. If the club is wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of an extraordinary resolution of the Club and any other sanction required by the Act:

38.2.1. realise the whole or any part of the assets of the Club and divide the proceeds amongst the Full Members;

38.2.2. divide among the Full Members in specie or in kind, the whole or any part of the assets of the Club; or

38.2.3. vest the whole or any part of the assets of the Club in trustees upon such trusts for the benefit of the Full Members as he, with the same sanction, determines; or

38.2.4. transfer the assets to another non-profit organisation pursuant to Article 39.

39. **NON PROFIT MAKING STATUS**

39.1. The Club shall be a non-profit making organisation. All profits and surpluses shall be used to maintain or improve the Club's facilities. No profit or surplus shall be distributed other than to another non-profit making body or equally to members on winding-up or on dissolution of the Club pursuant to Article 38.

40. **NOTICES**

40.1. A notice may be given by the Club to any Member personally, by delivery to or by sending it by post in a prepaid envelope addressed to the Member at his registered address.

40.2. Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and is deemed to have been effected at the expiration of 48 hours after the envelope containing it was posted.

40.3. Accidental omission to give notice of any meeting to or non-receipt of such notice by any Member does not invalidate the proceedings of that meeting.

41. **INDEMNITY**

Every General Committee Member, Trustee, Club Secretary and the Company Secretary shall be indemnified out of the assets of the Club against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or

otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 727 of the Act in which relief is granted to him by the Court and no General Committee Member or Trustee or the Club Secretary or the Company Secretary shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Club in or about the execution of the duties of his office or otherwise in relation thereto as aforesaid provided that this Article 41 shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

42. **HEADINGS**

The headings in these articles do not form part of them or in any manner affect the interpretation or construction of them.