

**HIGHCLIFFE SAILING CLUB**  
**Articles of Association**  
**Company Limited by Guarantee**

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	COMMENT
<p><b>THE COMPANIES ACT 2006</b></p> <p><b>PRIVATE COMPANY LIMITED BY GUARANTEE</b></p> <p><b>ARTICLES OF ASSOCIATION</b></p> <p><b>OF</b></p> <p><b>HIGHCLIFFE SAILING CLUB LIMITED</b></p>	
<p><b>PART 1 – DEFINITIONS AND INTERPRETATION</b></p> <p><b>1.</b></p> <p>1.1. In these Articles, unless the context otherwise requires:</p> <p><b>Act</b> : means the Companies Act 2006;</p> <p><b>Articles</b> : means the Club’s articles of association for the time being in force;</p> <p><b>Club</b> : means the Club known as Highcliffe Sailing Club and regulated by the Articles;</p> <p><b>Circulation Date</b> : in relation to a written resolution, has the meaning given to it in the Act;</p> <p><b>Clear Days</b> : In relation to a period of notice means a period of days not including the day on which notice was</p>	

<p><b>Director</b></p> <p><b>Document</b></p> <p><b>Electronic form and electronic means</b></p> <p><b>Junior Member</b></p> <p><b>Member</b></p> <p><b>Model Articles</b></p> <p><b>Objects</b></p> <p><b>Special Resolution</b></p>	<p>given or deemed to be given and the day for which it is given or on which it is to take effect;</p> <p>: means a Director of the Club.</p> <p>: includes, unless otherwise specified, any document sent or supplied in electronic form'</p> <p>: have the meaning given to such terms in section 1168 of the Act;</p> <p>: A person admitted to membership as a Junior Member in accordance with article 7.2</p> <p>: means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;</p> <p>: means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulation 2008 (SI 2008/3229);</p> <p>: has the objects of the Club as stated in Article 2;</p> <p>: means a resolution passed</p> <p>(a) at a meeting of the Members by a majority of not less than 75% of the Members voting upon the resolution and which was been specified as a special resolution in the notice calling the meeting; or</p>	<p>These don't meet the requirements of a sailing club.</p> <p>Explains section 283 of the Act.</p>
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<p style="text-align: center;">(b) in the case of a written resolution, passed by not less than 75% of the Members.</p> <p><b>Unincorporated Association</b> : the unincorporated association known as Highcliffe Sailing Club governed by a constitution dated 25<sup>th</sup> November 2016</p> <p><b>United Kingdom</b> : means Great Britain and Northern Ireland; and</p> <p><b>Writing</b> : means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.</p> <p>1.2. Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.</p> <p>1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.</p> <p>1.4. A reference in these Articles to an <b>article</b> is a reference to the relevant article of these Articles unless expressly provided otherwise.</p> <p>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:</p> <p style="padding-left: 20px;">1.1.1. any subordinate legislation from time to time made under it; and</p>	<p>25<sup>th</sup> November 2016 AGM removed CASC references. Subject to changes at 23<sup>rd</sup> November 2017 AGM.</p>
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<p>1.1.2. any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.</p> <p>1.6. a reference to one gender shall include all genders.</p> <p>1.7. The singular shall include the plural and vice versa</p> <p>1.8. Any phrase introduced by the terms <b>including, include, in particular</b> or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.</p> <p>1.9. The Model Articles shall not apply to the Club.</p>	<p>These don't meet the requirements of a sailing club.</p>
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<b>PART 2 – OBJECTS AND POWERS</b>	
<b>2. OBJECTS</b>  2.1. The Club’s objects are to provide facilities for and to promote the sport of sailing.	Club Constitution clause 1  Kept simple  Other clubs say: “Provide club house, social and other facilities for Members.” This is implied as part of sailing.



<p>3.11. establish or support or aid in the establishment and support of any organisation formed for objects similar to the Objects;</p> <p>3.12. enter into partnership or other arrangement with any other body with objects similar to the Objects;</p> <p>3.13. acquire, amalgamate or merge with, or undertake all or any of the property, liabilities and engagements of any other body;</p> <p>3.14. enter into contracts to provide services to or on behalf of other bodies;</p> <p>3.15. employ and remunerate any person or persons;</p> <p>3.16. take out such insurance policies as are necessary to protect the Club;</p> <p>3.17. provide indemnity insurance for the Directors or any other officer of the Club in accordance with and subject to the conditions in sections 232 - 234 of the Act;</p> <p>3.18. open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;</p> <p>3.19. amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects similar to the Objects; and</p> <p>3.20. do anything lawful which is calculated to further the Objects or is conducive or incidental to doing so.</p>	<p>The club has this cover.</p> <p>Covers deposit accounts but not investments which is unnecessary.</p>
<p><b>PART 3 – INCOME, WINDING UP AND DISSOLUTION</b></p>	



<p><b>4. APPLICATION OF INCOME</b></p> <p>4.1. The income of the Club shall be applied solely in furtherance of the Objects and no part of the income or property of the Club may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any Member or Director. This shall not prevent:</p> <p>4.1.1. the provision of facilities or services to any Member</p> <p>4.1.2. the provision of facilities of services to any Director in his capacity as a Member;</p> <p>4.1.3. the payment or provision in good faith of:</p> <ul style="list-style-type: none"><li>a. reasonable and proper remuneration to any Member for any goods or services supplied to the Club provided that Article 4.2 applies if such a Member is a Director;</li><li>b. interest on money lent by a Member to the Club at a reasonable and proper rate;</li><li>c. reasonable and proper rent for premises demised or let by a Member to the Club;</li><li>d. reasonable out-of-pocket expenses properly incurred by a Director when acting on behalf of the Club;</li><li>e. directors' indemnity insurance purchased by the Club for the benefit of its Directors.</li></ul> <p>4.2. A Director may only be paid for goods or services supplied to the Club if:</p>	<p>This is in place of model "Directors' Remuneration and Expenses" The Constitution</p>
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<p>4.2.1. there is a written agreement between the Club and the Director setting out the amount or the maximum amount that the Director may be paid;</p> <p>4.2.2. the amount is fair and reasonable in all the circumstances; and</p> <p>4.2.3. there is a majority of the Directors who have not been paid for goods and services to the Club.</p>	<p>does not provide for the remuneration of directors.</p>
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<p><b>5. WINDING UP</b></p> <p>5.1. On the winding up or dissolution of the Club, after provision has been made for all its debts and liabilities, any assets or property that remain (the <b>Club's remaining assets</b>) shall not be paid or distributed to the Members but shall be applied or transferred:</p> <p>5.1.1. directly for the Objects;</p> <p>5.1.2. to any club or charity for purposes similar to the Objects.</p> <p>5.2. The decision on who is to benefit from the Club's remaining assets, pursuant to article 5.1 may be made by a special resolution of the Members at or before the time of winding up or dissolution and, subject to any such resolution of the Members, or failing that, may be made by resolution of the Directors at or before the time of winding up or dissolution.</p>	<p>Club Constitution clause 14</p>
<p><b>6. LIABILITY OF MEMBERS</b></p> <p>6.1. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for:</p> <p>6.1.1. payment of the Club's debts and liabilities contracted before he ceases to be a Member,</p> <p>6.1.2. payment of the costs, charges and expenses of the winding up, and</p> <p>6.1.3. adjustment of the rights of the contributories among themselves.</p>	<p>Others model articles include this with Interpretations, but makes sense to follow winding up.</p>
<p><b>PART 4 - MEMBERSHIP</b></p>	

<p><b>7. MEMBERS</b></p> <p>7.1. Membership is open to any individual over the age of eighteen years, interested in the sport of sailing regardless of sex, age, disability, race, gender, sexual orientation, religion or belief.</p> <p>7.2. An individual who is over the age of eight but under the age of eighteen years on the 1<sup>st</sup> October in any year may be admitted as a Junior Member until the 1st October following his eighteenth birthday. Junior Members shall be entitled to use the facilities of the Club and to participate in the activities of the Club appropriate to their age and subject to any Rules or Bye-Laws made from time to time by the Directors.</p> <p>7.3. Junior Members shall not be entitled to receive notice of or to attend or vote at general meetings of the Club and shall not be members for the purposes of the Act. Articles 7.4 - 7.8, 8, 9 and 28.5 shall nevertheless apply to Junior Membership.</p> <p>7.4. No person shall become a Member unless:</p> <p>7.4.1. that person has completed an application for Membership in a form approved by the Directors from time to time; and</p> <p>7.4.2. the Directors have approved the application.</p> <p>7.5. The Directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Club to refuse the application. If an application is refused, the Directors shall, on the written request of the applicant, refer the application to the next general meeting of the Club and the application shall be determined by ordinary resolution of the Members.</p> <p>7.6. Every person who, at the date of incorporation of the Club, had paid a subscription fee to, and was a member of, the Unincorporated Association, and who, on or before <i>[date]</i>, or during such extended period as the Directors may determine, signs and</p>	<p>Note, children under the age of 18 cannot legally hold shares in a company. There are also problems with voting.</p> <p>The club constitution does not go this far. The RFU model has this clause.</p> <p>[add date when known]</p>
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<p>delivers to the Club the application form for membership prescribed by the Directors, shall be admitted as a Member of the Club.</p> <p>7.7. The Club shall maintain a register of Members and any person ceasing to be a Member shall be removed from the Register.</p> <p>7.8. Membership is not transferable.</p>	
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<p><b>8. CLASSES OF MEMBERSHIP AND SUBSCRIPTIONS</b></p>	
<p>8.1. A non-refundable fee of such sum as the Directors may from time to time determine shall be payable on joining the Club.</p>	
<p>8.2. A person who was formerly a Member or a member of the Unincorporated Association and who resigned their membership shall not be required to pay a fee under Article 8.1 if their application for Membership is made less than three years after such resignation.</p>	<p>Club constitution clause 6.4</p>
<p>8.3. An annual subscription shall be payable on 1<sup>st</sup> October in each year. The amount of the subscription shall be determined from time to time by the Directors but shall not be increased by more than 20% in any year without the prior approval of the Club in general meeting. A Member who has joined after 31<sup>st</sup> August in any year and who has paid a subscription for a year on joining shall not be required to pay a further subscription on the next 1<sup>st</sup> October.</p>	<p>Club constitution clause 6.1 &amp; 6.2</p>
<p>8.4. The Directors may set different subscriptions for different classes of membership including:</p>	
<p>8.4.1. Individual Members</p>	<p>Single</p>
<p>8.4.2. Individual Members and their children under the age of 25 years living in the same household:</p>	<p>Family</p>
<p>8.4.3. Individual Members between the ages of 19 years and 25 years</p>	<p>A special resolution (75% majority) would be required to change the ages. There are very few of them.</p>
<p>8.4.4. Junior Membership</p>	
<p>8.4.5. Individual Members above State pensionable age and who have been Members or members of the Unincorporated Association for more than ten years.</p>	<p>Club constitution clause 2.26, but will leave % reduction in the bye-laws</p>

<p>8.5. A Member who is in arrears with his subscription shall be entitled to notice of and to attend any general meeting the Club but not to speak or vote. The Directors may from time to time make bye-laws to restrict or suspend the use of the Club's facilities by Members who are in arrears in payment of their subscription.</p> <p>8.6. The Club may elect any person as a Life Member or as an Honorary Member.</p> <p>8.7. A Life Member shall not be required to pay any subscription but shall be entitled to receive notice of and to attend, speak and vote at a general meeting and to use the facilities of the Club.</p> <p>8.8. An Honorary Member shall:</p> <ul style="list-style-type: none"><li>8.8.1. be entitled to receive notice of and to attend and speak at any general meeting; and</li><li>8.8.2. be entitled to use the facilities of the Club</li></ul> <p>but shall not</p> <ul style="list-style-type: none"><li>8.8.3. be required to pay any subscription;</li><li>8.8.4. be entitled to vote at any meeting of the Club;</li><li>8.8.5. be elected as an Officer or a Director</li><li>8.8.6. be a Member for the purposes of the Act.</li></ul>	<p>Club constitution clause 2.8a allows <b>Block Membership</b> has been omitted.</p> <p>Legally, there can be difficulties in restricting members rights. Hence, they can attend but not speak or vote. In practice, they pay at the door.</p> <p>Club constitution clause 6.3 covers subscription arrears.</p> <p>Club constitution clauses 2.14 &amp; 2.15</p> <p>Club constitution clause 15.6</p> <p>Club constitution clause 15.5 but expanded.</p>
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<p>8.9. Articles 9 and 28.5 shall apply to Honorary Members.</p>	
<p>8.10. The Directors may make bye-laws relating to the admission of Temporary Members. Temporary Members may use the facilities of the Club upon such terms as may be set out in the bye-laws but shall not be a Member for purposes of the Act or of these Articles.</p>	<p>Club constitution clause 2.16, 2.17 &amp; 15.6 and in bye-laws.</p>



<p><b>9. TERMINATION OF MEMBERSHIP</b></p> <p>9.1. Membership is terminated if:</p> <ul style="list-style-type: none"><li>9.1.1. the Member dies;</li><li>9.1.2. the Member resigned by written notice to the Club unless, after resignation there would be less than two members;</li><li>9.1.3. any sum due from the Member to the Club is not paid in full within three months of it falling due and the Directors resolve that the Membership of that Member be terminated. Sub-clause 9.1.4 shall not apply to such resolution.;</li><li>9.1.4. The Member is removed from membership by a resolution of the Directors that it is in the best interests of the Club that his membership is terminated. A resolution to remove a Member from membership may only be passed if:<ul style="list-style-type: none"><li>a. the Member has been given at least 21 days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed; and</li><li>b. the Member or, at the option of the Member, the Member's representative (who need not be a Member) has been allowed to make representations to the meeting.</li></ul></li></ul> <p>9.2. An Officer may suspend a Member from the use of the Club's premises and facilities</p> <ul style="list-style-type: none"><li>9.2.1. if the Officer reasonably believes such action to be necessary for the protection of the Member, the Club, any other Member(s) or the property of the Club or its Members; or</li></ul>	<p>Club constitution clause 6.3 states one month but three allows more flexibility.</p>
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<p>9.2.2. whilst the Directors investigate any allegation concerning the Member or pending any decision to terminate the membership of the Member under article 9.1 and the Directors consider that such suspension is necessary in the best interests of the Company; or</p> <p>9.3. A Member may not be suspended for more than eight weeks unless the Directors have within that time convened a meeting under article 9.1.4 to consider the termination of the membership of the Member or the continuation of the suspension.</p> <p>9.4. A Member whose is suspended or whose Membership is terminated under Article 9.19.1 shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him.</p>	
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<p><b>10. GENERAL MEETINGS OF MEMBERS</b></p> <p>10.1. The Club must hold its first annual general meeting within eighteen months of its incorporation. The annual general meeting must be held in November in each year.</p> <p>10.2. The Directors may call a general meeting of the Members at any time and such a meeting shall be held in accordance with the Act. No business may be conducted at any general meeting unless the general nature of the business has been set out in the notice calling the meeting and no special resolution may be passed unless the text of the resolution has been set out in the notice.</p> <p>10.3. The Directors must call a general meeting if they receive a request to do so from not less than 5% of the Members that complies with section 303 of the Act. The meeting must be called within twenty one days of the receipt of the request and must be held within twenty eight days of the date of the notice calling the meeting.</p> <p>10.4. If the Directors fail to call a meeting following a request from the Members under Article 10.3, the Members may convene a general meeting in accordance with section 305 of the Act.</p> <p>10.5. The minimum periods of notice required to hold a general meeting of the Club are:</p> <p>10.5.1. twenty one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;</p> <p>10.5.2. fourteen clear days for all other general meetings.</p> <p>10.6. A general meeting may be called on shorter notice if it is so agreed by a majority in number of Members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 per cent of the total voting rights.</p> <p>10.7. No business shall be transacted at any general meeting unless a quorum is present. A quorum is the greater of <b>thirty</b> Members and 10% of the Membership who are</p>	<p>Club constitution clause 15.1 states November AGM</p> <p>Stops subjects being added that may not have been properly considered.</p> <p>Club Constitution clause 15.3 states 20 Members. Spinnaker &amp; Rutland SC follow the Companies Act.</p> <p>Quorum could be changed at 23<sup>rd</sup> November 2017 AGM.</p>
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<p>present in person or by proxy or through their duly authorised representatives and who are entitled to vote on the business to be conducted at the meeting.</p> <p>10.8. If a quorum is not present within from the time appointed for the meeting or if during the meeting a quorum ceases to be present, the meeting shall be dissolved if it was called upon the requisition of members. In any other case:</p> <p>10.8.1. the meeting shall be adjourned to such time and such place as the Directors determine;</p> <p>10.8.2. the Director's must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting; and</p> <p>10.8.3. if no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.</p> <p>10.9. A Member is entitled to appoint another person as his proxy, in accordance with the Act, to exercise all or any of his rights to attend and to speak and vote at a meeting of the Club.</p> <p>10.10. The Commodore shall chair general meetings of the Club or, if they are absent, the Vice Commodore shall act as chair. If neither the Commodore nor the Vice Commodore is present within 15 minutes of the time appointed for the meeting, a Director nominated by the Directors present shall chair the meeting. If no Director is present and willing to chair the meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting</p> <p>10.11. A vote on a resolution proposed at a meeting shall be decided by a show of hands unless</p>	<p>Club Standing Orders clause 1. No reference to proxy, but this is a Companies Act requirement.</p>
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<p>10.11.1. before, or on the declaration of the result of, the show of hands a poll is demanded; or</p> <p>10.11.2. the resolution is to amend the Articles or to elect or remove a director in which case the vote shall be conducted by ballot</p> <p>10.12. On a show of hands, on a poll or on a ballot, every Member, whether an individual or an organisation shall have one vote. If the votes for and against a resolution are tied the person chairing the meeting shall not have second or casting vote.</p> <p>10.13. The election of Officers and Directors shall be conducted by a vote upon each candidate. Any objection to the qualification of any voter must be raised at the meeting or adjourned meeting at which the vote objected to is tendered and every vote not disallowed at the meeting shall be valid. Any such objection must be referred to the chair of the meeting whose decision is final.</p> <p>10.14. Unless a poll is demanded, the declaration of the chair of the result of the vote and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact and the number or proportion of votes cast in favour or against need not be recorded.</p>	<p>The Companies Act overrules Common Law regarding casting votes.</p>
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<p><b>11. CONTENT OF PROXY NOTICES</b></p> <p>11.1. Proxies may only validly be appointed by a notice in writing (a 'proxy notice') which –</p> <ul style="list-style-type: none"><li>11.1.1. states the name and address of the Member appointing the proxy;</li><li>11.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;</li><li>11.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and</li><li>11.1.4. is delivered to the Club in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.</li></ul> <p>11.2. The Club may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.</p> <p>11.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.</p> <p>11.4. Unless a proxy notice indicates otherwise, it must be treated as –</p> <ul style="list-style-type: none"><li>11.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and</li><li>11.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.</li></ul>	<p>The RYA Model Articles doesn't explain proxies but the RFU Model does.</p>
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<p><b>12. DELIVERY OF PROXY NOTICES</b></p> <p>12.1. A Member who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that Member.</p> <p>12.2. An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the Member by whom or on whose behalf the proxy notice was given.</p> <p>12.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.</p> <p>12.4. If a proxy notice is not executed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Member's behalf.</p>	<p>The RYA Model Articles doesn't explain proxies but the RFU Model does.</p>
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<p><b>13. WRITTEN RESOLUTIONS</b></p> <p>13.1. Subject to article 13.4 a written resolution of the Members passed in accordance with this article 13 shall have effect as if passed by the Members in a general meeting. A written resolution is passed:</p> <p>13.1.1. as an ordinary resolution if it is passed by a simple majority of the eligible Members; or</p> <p>13.1.2. as a Special Resolution if it is passed by Members representing not less than 75% of the eligible Members. A written resolution is not a Special Resolution unless it states that it was proposed as a Special Resolution.</p> <p>13.2. Where a resolution is proposed as a written resolution of the Club, the eligible Members are the Members who would have been entitled to vote on the resolution on the Circulation Date of the resolution.</p> <p>13.3. Any resolution of the Members for which the Act does not specify whether it is to be passed as an ordinary resolution or as a Special Resolution, shall be passed as an ordinary resolution.</p> <p>13.4. A Members' resolution under the Act removing a Director or an auditor before the expiration of his term of office may not be passed as a written resolution.</p> <p>13.5. A copy of the written resolution must be sent to every Member together with a statement informing the Member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse.</p> <p>13.6. A Member signifies their agreement to a proposed written resolution when the Club receives from them (or from someone acting on their behalf) an authenticated document identifying the resolution to which it relates and indicating the Member's</p>	<p>Avoids uncertainty.</p>
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<p>agreement to the resolution. A Member's agreement to a proposed written resolution, once signified, cannot be revoked. For these purposes:</p> <p>13.6.1. if the document is sent to the Club in hard copy form, it is authenticated if it bears the signature of the person sending it;</p> <p>13.6.2. if the document is sent to the Club in electronic form, it is authenticated if the identity of the sender is confirmed in a manner specified by the Club or, where no such manner has been specified by the Club, if it is accompanied by a statement of the identity of the sender and the Club has no reason to doubt the truth of that statement</p> <p>13.7. A written resolution is passed when the required majority of eligible Members have signified their agreement to it.</p> <p>13.8. A proposed written resolution shall lapse if it is not passed within 28 days beginning with the Circulation Date.</p> <p>13.9. Communications in relation to written resolutions shall be sent to the Club's auditors (if auditors have been appointed) in accordance with the Act.</p> <p>13.10. The Members may require the Club to circulate a resolution that may properly be moved and is proposed to be moved as a written resolution in accordance with sections 292 and 293 of the Act.</p>	<p>The club is too small to require a statutory audit.</p>
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<p><b>14. PART 5 OFFICERS AND DIRECTORS</b></p> <p>14.1. The Club shall elect the following officers at each annual general meeting:</p> <ul style="list-style-type: none"><li>14.1.1. Commodore</li><li>14.1.2. Vice Commodore</li><li>14.1.3. Rear Commodore (Sailing)</li><li>14.1.4. Rear Commodore (Clubhouse)</li><li>14.1.5. Honorary Secretary</li><li>14.1.6. Honorary Treasurer</li></ul> <p>14.2. The Officers shall be Directors of the Club.</p> <p>14.3. Each Officer shall retire at the conclusion of the annual general meeting next after his appointment but subject to article 14.4 shall be eligible for re-election.</p> <p>14.4. The Commodore may not serve more than three consecutive terms and on the conclusion of the third annual general meeting next after his appointment shall retire without being eligible for re-election as Commodore until the next annual general meeting. A Commodore who has served three consecutive terms shall be eligible for election as another Officer or as a Director who does not hold an office.</p> <p>14.5. The failure to elect an Officer or a vacancy in the office shall not invalidate any proceedings of the Directors.</p>	<p>Club Constitution clause 8.1</p> <p>Club Constitution clause 8.1</p>
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<p><b>15. DIRECTORS</b></p> <p>15.1. The number of Directors (including the Officers) shall not be subject to any maximum but shall not be less than five.</p> <p>15.2. No-one may be appointed a Director unless he is a Member.</p> <p>15.3. The first Directors shall be those persons whose names are notified to Companies House as the first Directors on incorporation.</p> <p>15.4. The first Officers shall be those persons who held the corresponding role in the Unincorporated Association.</p> <p>15.5. A Director may not appoint an alternate Director or anyone to act on their behalf at meetings of the Directors.</p>	<p>Club Constitution clause 9.1 states not more than officers (6) + 6 other members = 12, so 5 which is the quorum is thought to be reasonable.</p> <p>RYA Model Articles implies at least 2 (clause 5.3.4) Rutland SC implies at least 3.</p> <p>Spinnaker SC has a minimum of 4 with a maximum of 7 in addition to officers.</p>
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<p><b>16. POWERS OF DIRECTORS</b></p> <p>16.1. Subject to the provisions of the Act, the Articles and any Special Resolution, the Directors shall be responsible for the management of the Club's business and may exercise all the powers of the Club for that purpose.</p> <p>16.2. No alteration of the Articles or any Special Resolution shall invalidate any prior act of the Directors.</p> <p>16.3. A meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.</p>	<p>Avoids unintended consequences.</p>
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<p><b>17. DISQUALIFICATION AND REMOVAL OF DIRECTORS</b></p> <p>17.1. A Director shall cease to hold office if they:</p> <p>17.1.1. are removed by ordinary resolution of the Club pursuant to the Act;</p> <p>17.1.2. cease to be a Director by virtue of any provision in the Act or are prohibited by law from being a Director;</p> <p>17.1.3. cease to be a Member of the Club;</p> <p>17.1.4. have a bankruptcy order made against them or a composition is made with their creditors generally in satisfaction of their debts;</p> <p>17.1.5. in the written opinion of a registered medical practitioner who is treating the Director, have become physically or mentally incapable of acting as a Director and may remain so for more than three months;</p> <p>17.1.6. resign by written notice to the Club, provided that at least five Directors will remain in office once the resignation takes effect; or</p> <p>17.1.7. are absent from all the meetings of the Directors held within a period of six consecutive months, without the permission of the Directors, and the Directors resolve that their office be vacated; or</p> <p>17.1.8. are removed from office by a resolution of the Directors that it is in the best interests of the Club that their office be vacated passed at a meeting at which at least half of the Directors are present. Such a resolution must not be passed unless:</p>	<p>Club Constitution clause 9.4 states 2/3<sup>rd</sup> majority rather than the Act's 50%. Keep as Act.</p> <p>RYA Model Articles has 2 but that is very low.</p> <p>Nothing in the Club Constitution but 6 seemed reasonable. RYA Model Articles leaves it open, but Spinnaker has 6.</p> <p>This enables the removal of directors who are difficult to deal with.</p>
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<p>a. the Director has been given at least 14 Clear Days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it will be proposed; and</p> <p>b. the Director has been given a reasonable opportunity to make representations to the meeting either in person or in writing. The other Directors must consider any representations made by the Director (or the Director's representative) and inform the Director of their decision following such consideration. there shall be no right of appeal from a decision of the Directors to terminate the Directorship of a Director.</p>	
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<p><b>18. PROCEEDINGS OF DIRECTORS</b></p> <p>18.1. Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.</p> <p>18.2. Acts done by a meeting of the Directors or of a committee or by a person acting as a Director shall not be invalidated by the subsequent realisation that:</p> <p>18.2.1. appointment of any such Director or person acting as a Director was defective; or</p> <p>18.2.2. any or all of them were disqualified; or</p> <p>18.2.3. any or all of them were not entitled to vote on the matter.</p>	<p>No clause for minimum number of meetings for simplicity. RYA Model Articles has this as optional.</p>
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<p><b>19. CALLING A DIRECTORS' MEETING</b></p> <p>19.1. Any Director may call a meeting of the Directors by giving notice of the meeting to the Directors or by authorising the Honorary Secretary (if any) to give such notice.</p> <p>19.2. Notice of a meeting of the Directors must be given to each Director, but need not be in writing. The notice must specify:</p> <p>19.2.1. the time, date and place of the meeting;</p> <p>19.2.2. the general particulars of the business to be considered at the meeting; and</p> <p>19.2.3. if it is anticipated that the Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.</p>	
<p><b>20. PARTICIPATION IN DIRECTORS' MEETINGS</b></p> <p>20.1. Any Director may participate in a meeting of the Directors in person or by means of video conference, telephone or any suitable electronic means agreed by the Directors and by which all those participating in the meeting are able to communicate with all other participants.</p> <p>20.2. If all the Directors participating in the meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.</p>	



<p><b>21. QUORUM FOR DIRECTORS' MEETINGS</b></p> <p>21.1. The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, provided it shall not be less than five and, unless otherwise fixed, it is five.</p> <p>21.2. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.</p> <p>21.3. If the total number of Directors for the time being is less than the quorum required for decision-making by the Directors, the Directors shall not take any decision other than a decision to call general meeting to appoint further Directors.</p>	<p>Club Standing Orders clause 1 states 5 for Committee of Management.</p> <p>Club Constitution clause 9.1 states that the Committee of Management of officers (directors) + 6 other members (non-directors).</p> <p>5 is high when there are 6 flag officers, but other directors can be appointed.</p> <p>RYA Model Articles states never less than 2 unless than otherwise fixed</p>
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<p><b>22. CHAIRING DIRECTORS' MEETINGS</b></p> <p>22.1. The Commodore shall chair meetings of the Directors. If the Commodore is not present within ten minutes of the time appointed for the start of the meeting or is unable or unwilling to chair the meeting, the Vice Commodore shall chair the meeting.</p> <p>22.2. If at any meeting of the Directors neither the Commodore nor Vice Commodore is present and able and willing to chair the meeting the participating Directors must appoint one of themselves to chair the meeting.</p>	
<p><b>23. DECISION-MAKING BY DIRECTORS</b></p> <p>23.1. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 24.</p> <p>23.2. Each Director has one vote on each matter to be decided, except for the chair of the meeting who, in the event of an equality of votes, shall have a second or casting vote (unless, in accordance with the Articles, the chair of the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes).</p>	<p>There is a casting vote for Directors' meetings unlike Article 10.12.</p> <p>Currently trustees who don't hold an office don't get a vote, but they will if they become a director.</p>

<p><b>24. UNANIMOUS DECISIONS BY DIRECTORS</b></p> <p>24.1. A decision of the Directors may be taken without a meeting provided that it is unanimous and in writing. Such a decision may comprise any number of, copies each of which have been signed by an eligible Director or to which each eligible Director has otherwise indicated agreement in writing.</p> <p>24.2. References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter had it been proposed as a resolution at a Directors' meeting.</p> <p>24.3. A decision may not be taken in accordance with this article if the eligible Directors would not have formed a quorum at such a meeting.</p>	<p>The RYA Model Articles doesn't have this clause but the RFU Model does and so does Spinnaker SC.</p>
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<p><b>25. DELEGATION BY DIRECTORS</b></p> <p>25.1. The Directors may delegate, on such terms of reference as they think fit, any of their powers or functions to any committee comprising one or more Directors and other Members.</p> <p>25.2. The Directors may delegate the implementation of their decisions or day-to-day management of the affairs of the Club to any person or committee.</p> <p>25.3. The terms of reference of a committee may include conditions imposed by the Directors, including that:</p> <p>    25.3.1. the relevant powers are to be exercised exclusively by the committee to whom the Directors delegate; and</p> <p>    25.3.2. no expenditure or liability may be incurred on behalf of the Club except where approved by the Directors or in accordance with a budget previously agreed by the Directors.</p> <p>25.4. Persons who are Members but who are not Directors may be appointed as members of a committee, subject to the approval of the Directors.</p> <p>25.5. Every committee shall act in accordance with the terms of reference on which powers or functions are delegated to it and, subject to that, committees shall follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.</p> <p>25.6. The terms of any delegation to a committee shall be recorded in the minute book.</p> <p>25.7. The Directors may revoke or alter a delegation.</p>	
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25.8. All acts and proceedings of any committee shall be fully and promptly reported to the Directors.	
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<p><b>26. CONFLICTS OF INTERESTS</b></p> <p>26.1. A Director must declare the nature and extent of any interest, direct or indirect, which he has in a proposed transaction or arrangement with the Club or in any transaction or arrangement entered into by the Club which has not previously been declared.</p> <p>26.2. A Director must absent themselves from any discussions of the Directors in which it is possible that a conflict will arise between their duty to act solely in the interests of the Club and any personal interest (including but not limited to any personal financial interest).</p> <p>26.3. If a conflict of interests arises for a Director because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:</p> <p>26.3.1. the conflicted Director is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;</p> <p>26.3.2. the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and</p> <p>26.3.3. the unconflicted Directors consider it is in the interests of the Club to authorise the conflict of interests in the circumstances applying.</p> <p>26.4. In article 26.3 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Director or to a connected person.</p>	
<p><b>PART 6 – MISCELLANEOUS</b></p>	

<p><b>27. CHANGE OF CLUB NAME</b></p> <p>The name of the Club may be changed only by a Special Resolution of the Members</p>	<p>Club Constitution clause 1.1 states that the name of the club shall be HSC, so it is reasonable to have this article.</p> <p>This is not in the RYA Model Articles, but would be quite emotive.</p>
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<p><b>28. RULES AND BYE-LAWS</b></p> <p>28.1. The Directors may from time to time make such reasonable and proper rules or bye-laws as they may deem necessary or expedient for the proper conduct and management of the Club.</p> <p>28.2. The rules or bye-laws may regulate the following matters but are not restricted to them:</p> <ul style="list-style-type: none"><li>28.2.1. the admission of members to the Club and the rights and privileges of such members and the entrance fees, subscriptions and other fees or payments to be made by Members or by different classes of Members;</li><li>28.2.2. the conduct of Members in relation to one another and to the Club's employees;</li><li>28.2.3. the use of the Club's property and facilities;</li><li>28.2.4. the procedure at general meetings and meetings of the directors so far as such procedure is not regulated by the Act or the articles;</li><li>28.2.5. generally, such matters as are commonly the subject matter of club or company rules.</li></ul> <p>28.3. The Club in general meeting has the power to alter, add to or repeal the rules or bye-laws.</p> <p>28.4. The Directors must adopt such means as they think sufficient to bring the rules and bye-laws to the notice of the Members</p> <p>28.5. The rules or bye-laws shall be binding on all Members. No rule or bye-law shall be inconsistent with, or shall affect or repeal anything contained in, the articles.</p>	<p>The current Bye-Laws will remain in force until they are rewritten.</p>
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<p><b>29. MINUTES</b></p> <p>29.1. The Directors shall cause the Club to keep the following records in writing and in permanent form:</p> <ul style="list-style-type: none"><li>29.1.1. minutes of proceedings at general meetings;</li><li>29.1.2. minutes of meetings of the Directors and of committees of the Directors, including the names of the Directors present at each such meeting;</li><li>29.1.3. copies of resolutions of the Club and of the Directors, including those passed otherwise than at general meetings or at meetings of the Directors; and</li><li>29.1.4. particulars of appointments of officers made by the Directors.</li></ul>	
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<p><b>30. RECORDS AND ACCOUNTS</b></p> <p>30.1. The Directors shall comply with the requirements of the Act as to maintaining a Members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:</p> <p>30.1.1. annual reports;</p> <p>30.1.2. annual returns; and</p> <p>30.1.3. annual statements of account.</p> <p>30.2. Accounting records relating to the Club must be made available for inspection by any Directors at any reasonable time during normal office hours.</p> <p>30.3. A copy of the Club's latest available statement of account shall be supplied on request to any Director or Member, or to any other person who makes a written request and pays the Club's reasonable costs of fulfilling the request, within two months of such request.</p>	<p>Inclusion of professional advice and consultation is implied.</p> <p>Regarded as annual accounts but monthly accounts may be available.</p>
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<p><b>31. COMMUNICATIONS</b></p> <p>31.1. Subject to the Articles, anything sent or supplied by or to the Club under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Club.</p> <p>31.2. Subject to the Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being.</p> <p>31.3. A Director may agree with the Club that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.</p>	<p>Method of communication kept open.</p>
<p><b>32. IRREGULARITIES</b></p> <p>32.1. The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.</p>	

<p><b>33. INDEMNITY</b></p> <p>33.1. Subject to article 33.2 but without prejudice to any indemnity to which they may otherwise be entitled:</p> <p>33.1.1. every Director or former Director of the Club shall be indemnified out of the assets of the Club in relation to any liability they incur in that capacity; and</p> <p>33.1.2. every other officer or former officer of the Club may be indemnified out of the assets of the Club in relation to any liability they incur in that capacity.</p> <p>33.2. This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.</p>	
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