



# **RAFYC Holdings Limited**

A COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

## **Articles of Association**

2020

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## Introduction

The Companies Act 2006 introduced changes to the content of the memorandum of association, significantly reducing its role. This took effect on 1<sup>st</sup> October 2009. For a new company incorporated on or after 1 October 2009, the memorandum is a simple document in which each subscriber agrees to form a company and to take at least one share in that company. Following incorporation, the memorandum has no continuing constitutional relevance.

With the change in the Companies Act 2006 the entire existing memorandum for RAFYC Holdings is deemed to be part of the company's articles. Articles 3.3, 3.4 and 19.5 would form the content of the memorandum. However, as the memorandum and articles of association are distinct legal entities the current versions of both are presented together in this document to make up the full Articles of Association for RAFYC Holdings Ltd. At some point these documents will be reconciled.

The memorandum of association in this document is the original document lodged with Companies House on incorporation of the RAFYC Holdings in 2008. The articles of association reflect changes made at general meetings since incorporation, the most recent being in October 2020.

Changes to the Memorandum or Articles of Association are governed by Article 11.10 which states:

“Any proposal to amend, repeal or in any way alter the memorandum of association or articles or for the Club to enter into any major undertaking, shall be put into the form of a resolution and shall be discussed at either the AGM or an EGM. To carry any such resolution (including amendments from the floor) a majority of three-quarters of the members voting at such a general meeting will be required and there shall be at least 75 voting members in attendance. The definition of a ‘major undertaking’ shall be at the discretion of the Board of Directors on a majority decision and will be announced at the commencement of the general meeting.”

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# Memorandum of Association

## 1 Name

The name of the Company is 'RAFYC Holdings Limited'

## 2 Registered Office

The registered office of the Company will be situated in England

## 3 Objects

The Company's objects are:

- 3.1 to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as '*The Royal Air Force Yacht Club*';
- 3.2 to promote amateur sailing, racing, cruising, boating and motor yachting and to encourage the development of an interest in sailing amongst young people;
- 3.3 to encourage social intercourse among the members of the Company;
- 3.4 to establish, maintain and conduct a club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages and accommodation of a club;
- 3.5 to provide a clubhouse and other usual facilities in connection with it, and to furnish, modify and maintain it, and to permit it to be used by members, their friends and others, either gratuitously or for payment;
- 3.6 to acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the Company, and such as may be deemed by the Company likely to advance or benefit, either directly or indirectly, the interest of the Company;
- 3.7 to manage, improve, cultivate and maintain all or any part of the lands and other property of the Company, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the Company may think fit, and, in particular, for shares, debentures or securities of any company purchasing them;
- 3.8 to purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the grounds, clubhouse and other premises of the Company by persons frequenting them, whether members of the Company or not;
- 3.9 to buy, prepare, make, supply, sell and deal in all kinds of apparatus and equipment used in connection with sailing and in all kinds of liquors provisions and refreshments required or used by members of the Company or other persons using the grounds, clubhouse or premises of the Company;
- 3.10 to hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions;

- 3.11 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and sailing events and to offer, give or contribute towards prizes, medals and awards for sailing and to promote, give or support dinners, balls, concerts and other entertainments;
- 3.12 to establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company provided that no subscription may be paid to any such other association or club out of the funds of the Company, except bona fide in furtherance of the objects of the Company;
- 3.13 to support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the Company or its employees, or may be connected with sailing; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Company, or to the wife, widow, children or other relatives of any such person; to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company;
- 3.14 to invest and deal with the money of the Company not immediately required upon such securities and in such manner as may from time to time be determined;
- 3.15 to borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company or by mortgage or charge upon all or any part of the property of the Company;
- 3.16 to act as trustees for any person, firm or company;
- 3.17 to do such things as the directors consider to be in the best interests of the Company;
- 3.18 and to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

#### **4 Limited Liability**

The liability of the members is limited.

#### **5 Undertaking to Contribute to Assets**

Every member of the Company undertakes to contribute such amount (not exceeding £1) to the Company's assets if it is wound up while he is a member or within one year after he ceases to be a member as may be required for payment of the Company's debts and liabilities contracted before he ceases to be a member and the costs, charges and expenses of winding up, and for the adjustment of the rights of contributories among themselves.

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# Articles of Association

## 1 Interpretation

In these articles:

- 1.1 **'the Act'** means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force and any provisions of the Companies Act 2006 for the time being in force;
- 1.2 **'the Board of Directors'** means the directors of the Club appointed to the board of the Club from time to time;
- 1.3 **'clear days'** in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.4 **'the Club'** means RAFYC Holdings Limited trading as The Royal Air Force Yacht Club;
- 1.5 **'the Club Rules and Byelaws'** means the Rules and Byelaws of the Club for the time being in force made by the Board of Directors of the Club as provided for in these articles;
- 1.6 **'the Property Company'** means The Royal Air Force Yacht Club Limited;
- 1.7 **'the Secretary'** means the secretary of the Club or any other person appointed to perform the duties of the secretary of the Club, including a joint, assistant or deputy secretary;
- 1.8 **'Table C'** means Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No.2) Regulations 2007 (SI 2007/2826) and as otherwise amended prior to the adoption of these articles and save as otherwise specifically provided in these articles, words and expressions which have particular meanings in Table C shall have the same meanings in these articles;
- 1.9 **'the Trading Company'** means RAFYC Trading Limited;
- 1.10 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;
- 1.11 the masculine includes the feminine and, where appropriate, the singular the plural;
- 1.12 the regulations contained in the articles of association in Table C shall apply to the Club, save insofar as they are expressly excluded or varied by these articles and such regulations (save as so excluded or varied) and these articles shall together constitute the regulations of the Club;
- 1.13 the regulations of Table C numbered 3 to 8 inclusive and 10 do not apply to the Club;

- 1.14 the regulations of Table A (as adopted by Table C) numbered 37 to 45 inclusive, 47, 60 to 62 inclusive, 65 to 70 inclusive, 72 to 79 inclusive, 82, 84 to 91 inclusive, 94, 101, 109, 111, 115 and 118 do not apply to the Club;
- 1.15 regulation 1 of Table A shall be amended so that the definitions of “*communication*”, “*electronic communication*”, “*office*” and “*the United Kingdom*” shall be omitted;
- 1.16 regulation 46 of Table A shall be amended to omit the second sentence, so that regulation 46 reads “*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.*”;
- 1.17 regulation 81 of Table A shall be amended to omit paragraphs (d) and (e);
- 1.18 regulation 83 of Table A shall be amended to insert words “*with the consent of the Board of Directors*” after the words “*The Directors may*”, so that regulation 83 reads as follows “*The directors may with the consent of the Board of Directors be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of debentures of the company or otherwise in connection with the discharge of their duties*”;
- 1.19 regulation 112 of Table A shall be amended to omit:
  - 1.19.1 the first sentence beginning “*The company may give any notice*” and ending “*notified to the company by the member*”; and
  - 1.19.2 the last sentence beginning “*In the regulation and the next*” and ending “*of such communications*”;
- 1.20 if any conflict between these articles and the regulations of Table A and/or Table C arises then the provisions of these articles shall prevail.

## **2 Objects**

- 2.1 The Club is established for the purposes expressed in the memorandum of association.
- 2.2 The Royal Air Force Yacht Club is a non-profit making organisation. Save as permitted in relation to dissolution in accordance with article 34, all surpluses will be retained to maintain or improve the Club’s facilities.

## **3 Membership**

- 3.1 The number of members with which the Club proposes to be registered is unlimited.
- 3.2 Everyone that is 18 years of age or older is qualified to be elected a member of the Club.
- 3.3 The first member of the Club is the signatory to the memorandum of association and these articles.
- 3.4 In addition to the first member of the Club, every person who:

- 3.4.1 prior to the date of incorporation of the Club had paid a subscription fee to, and was a member of, the unincorporated Club known as ‘The Royal Air Force Yacht Club’ (referred to in paragraph 3 of the memorandum of association); and
- 3.4.2 on or before the date of incorporation of the Club or during such extended period as the Board of Directors may determine had signed and delivered to the Secretary the form of membership prescribed by the Board of Directors;
- shall become members of the Club with effect from written notification being sent to them by the Club to that effect.
- 3.5 Club membership shall consist of the following categories:
- 3.5.1 Full Membership;
  - 3.5.2 Honorary Membership;
  - 3.5.3 Under 35 membership;
  - 3.5.4 Affiliated Membership;
  - 3.5.5 Temporary Membership.
- 3.6 The qualification for membership shall be as follows:
- 3.6.1 **Full Membership.** Any person over the age of 18 shall be eligible for Full Membership subject to the payment of annual and other subscriptions and entrance fees.
  - 3.6.2 **Honorary Membership.** The Board of Directors may, at its discretion, elect to Honorary Membership, any person who has, in the opinion of the Board of Directors rendered exceptional service or benefit to the club, or who has significantly enhanced its prestige. The Board may elect such Honorary members for such period as it may think fit. An Honorary Member shall not be required to pay an entrance fee or subscription.
  - 3.6.3 **Under 35 Membership.** Any person under 35 years of age shall be eligible for Under 35 Membership, subject to the payment of annual and other subscriptions and entrance fees. Such candidates shall be admitted to the Club under the same procedures as any other member.
  - 3.6.4 **Affiliated Membership.** Any member of the Royal Air Force Sailing Association (RAFSA) who applies to be a member of the Club on the basis of their membership of the RAFSA shall be eligible for Affiliated Membership subject to the payment of annual and other subscriptions and entrance fees. Affiliated Membership may also be applied to other organisations at the discretion of the Board and endorsed by the Full members at an AGM, subject to an initial trial of not less than 9 months.



3.6.5 **Temporary Membership.** Temporary Membership shall only be granted to candidates seeking Full Membership in accordance with article 4 below and subject to the payment of annual and other subscriptions and entrance fees.

### 3.6.6 **Family Membership**

3.6.6.1 Full and Temporary Members may apply as Family Members. A Family Membership may consist of:

- A couple
- A couple with children who are under 25 years of age
- An individual with children who are under 25 years of age

3.6.6.2 A couple is two people who are married to each other, or in a civil partnership or living together at the same address.

3.6.6.3 Family members of 18 to 25 years will be issued membership cards to allow them access to the club premises and bar.

3.6.6.4 Unless they have become a full member in their own right:

- The children of a family member will not be entitled to vote at either a General Meeting, or extraordinary General Meeting, neither will they be issued with a membership card giving them access to the car park.
- The children of a family member will not be entitled to participate in the proceeds of the dissolution of the Club in accordance with Article 33.2, neither will their period of Family Membership count towards the qualifying period as set out in Article 33.3.

3.7 Persons who are visiting the Club from time to time shall be classed as Visiting Members whilst they are on Club premises. Visiting Members shall only have such rights as are granted to them by the Board of Directors for time to time and the Board of Directors may vary or remove such rights at any time without notice.

3.8 Honorary Members shall have all the privileges of Full Membership even though they shall not be required to pay an entrance fee or subscription.

3.9 The total number of Honorary Members shall not at any time exceed 5% of the total number of Full Members and Life Members.

## **4 Proposal and Election of Members**

4.1 Except as provided in Articles 3.3 and 3.4 above, every candidate for Full Membership of the Club must be proposed by one full member in one Membership ('Proposer') and seconded by a full member from a different Membership of the Club ('Secunder'), both of whom must be full members of at least 12 months standing. The candidate(s) must have been personally known to the Proposer and the Secunder for a period of at least six months.

- 4.2 The application for membership of every candidate must be in writing, signed by the candidate and his Proposer and Secunder, and must be in the form that the Board of Directors from time to time prescribe.
- 4.3 Notwithstanding article 4.2, any candidate wishing to apply for membership who does not have a Proposer and Secunder may be offered Temporary Membership for a period of twelve months.
- 4.4 During the period of Temporary Membership it will be the responsibility of such a candidate to obtain the sponsorship required for Full Membership. Temporary Memberships may not be extended nor repeated. Any member who does not obtain the sponsorship required for Full Membership may be proposed and/or seconded by one or two flag officers (as required) following a further Flag Officer interview.
- 4.5 Save in relation to the subscribers and members who become members on incorporation of the Club, names and addresses of candidates for election, together with names of Proposers and Seconders, shall be displayed on the Club notice board for at least 14 days prior to their consideration by the Board of Directors.
- 4.6 Any member who wishes to object to the election of a candidate shall notify the Secretary in writing of his or her objection within the above period of 14 days. The Secretary shall bring the objection to the notice of the Board of Directors who shall deal with the objection when considering the application. The Board of Directors may call upon the objector to state his or her reasons in confidence to them, or may adjourn the hearing of the application, so that such enquiries may be made as the Board of Directors shall think fit.
- 4.7 The election of members shall be by approval of the Board of Directors. No election shall be valid unless at least seven directors vote. Two adverse votes by Board of Directors members shall be sufficient to require the Board of Directors to reject the application and the candidate shall be considered a 'Rejected Member'.
- 4.8 A Rejected Member shall not be entitled to reapply for membership until one year has elapsed.
- 4.9 No Rejected Member may use the Club either as a guest at the invitation of any member or under reciprocal arrangement with any other club of which he or she may be a member. In the event that the Board of Directors becomes aware that a Rejected Member has used or intends to use such facilities it shall require the Secretary to advise the member, the reciprocal club or Visiting Members who shall have invited such a person that this article will be applied.
- 4.10 If, in any of the particulars required of the candidate during the application process, any misrepresentation shall be made which in the opinion of the Board of Directors is material or wilful the candidate, if elected, shall be treated as a Rejected Member.

## **5 Rights of Members**

- 5.1 Subject to the express provisions of these articles and the memorandum of association, and to the Club Rules and Byelaws, all members of the Club are entitled at all times to

use all the premises and property of the Club in common, and to be supplied, at such charges as the Board of Directors from time to time determine, with whatever meals, refreshments and things as are provided by the Club for the use of its members.

5.2 Subject to the provisions of these articles every member is entitled to all the rights and subject to all the duties of a member of the Club provided that Temporary Members, Visiting Members and Affiliated Members do not have the right to:

5.2.1 nominate or be elected as officers or directors of the Club;

5.2.2 vote at Club meetings; or

5.2.3 fly the Club Ensign.

## **6 Rights of Members Personal**

The rights of a member as such are personal and are not transferable and cease upon his death.

## **7 Subscriptions**

7.1 The annual and other subscriptions and entrance fees (if any) payable by members of the Club are to be such as the Board of Directors from time to time prescribe and different fees may be prescribed for different classes of membership.

7.2 The annual subscription is payable in relation to a calendar year and is due on or before 1st January in the relevant calendar year.

7.3 The Board of Directors may provide either generally, or in relation to any particular member or members, for the payment of annual subscriptions by instalments.

## **8 Non-Payment of Subscriptions**

8.1 Any member whose annual subscription is unpaid on 1st March in any calendar year ceases to be a member of the Club and forfeits all rights in and claims upon the Club and its property unless the Board of Directors suspend the operation of this provision, which they may do as regards any particular member on such terms as they determine at their discretion.

8.2 Where the Board of Directors has resolved in accordance with article 7.3 that the subscription of any particular member may be paid by instalments, this article 8 applies to non-payment of any instalment, substituting the due date of the instalment for 1st March.

## **9 Notice of Resignation**

9.1 Any member wishing to resign his membership of the Club must give notice in writing of his intention to do so, addressed to the Secretary and deposited at the registered office. Such notice shall take effect on the 30th day of December in the year in which it is sent, and unless notice is received by such day, the member shall be liable for his subscription in full for the ensuing year.

## 10 Club Disciplinary Procedures

10.1 Every member undertakes to comply with these articles and the Club Rules and Byelaws and any lawful amendments thereto, and any refusal or neglect to do so may render such member liable to be invited to resign or to be subject to the Club's disciplinary procedures as hereinafter defined.

10.2 If the conduct of any member is, in the opinion of the Board of Directors, likely to be injurious to the welfare, character or good name of the Club, or to the peaceful enjoyment of the Club by other members, or the Board has received a formal written complaint in respect of a member's conduct the Board shall:

10.2.1 In the first instance a Flag Officer of the Club, and a Non-Exec Director of the Board, who must both be independent of any of the behaviour being complained about, will speak with the member concerned and report back to the Board with a recommendation for action. This will in many circumstances be sufficient to report the matter as closed. The Board might consider that a verbal or written warning to the member is appropriate. The fact that a verbal warning has been issued will be placed on the Member's file, and a copy of any written warning will also be placed on the member's file. In exceptional cases the Flag Officer and Non-Exec Director may recommend, and the Board may determine, that the Member concerned be forbidden access to the Club premises pending the outcome of the review process outlined below.

10.2.2 If the Flag Officer interview has not, in the opinion of the Board, produced a satisfactory outcome, or the Member has failed to comply with the terms of a previous written or verbal warning, the Honorary Secretary of the Club will write to the member concerned, detailing the nature of the complaint, notify the member that the formal disciplinary process has commenced and requesting a written response from the member concerned. Such response to be received with one week.

10.2.3 The response, once received, is to be circulated to the full Board who will, collectively, determine the next course of action, which can include any of the actions set out in 10.2.1 above. If the Board is unable to determine an appropriate course of action on the basis of the information received, or the member declines to respond, or the actions in 10.2.1 are not considered to be appropriate, then the member shall be summoned to attend a meeting of the Board at which they will be examined as regards the matter under consideration. Any Board Member with a conflict of interest as regards the complaint should declare that interest to the Commodore and not be present during the disciplinary discussions.

10.2.4 The member shall be given at least two weeks notice, in writing, of the date of the Board meeting.

10.2.5 The member shall be entitled to receive copies of any written statements made by witnesses, or copies of other relevant documentation upon which it is the

Board's intention to rely in reaching their conclusion. Such documentation must be delivered at least two weeks prior to the meeting or within 24 hours of the same being received by the Honorary Secretary in relation to documents received after the member has been notified of the date of the meeting.

- 10.2.6 The member shall be entitled to be accompanied by a fellow club member of their choosing, but shall have no automatic right of legal representation. The member shall also be entitled to call witnesses, cross-examine the Board's witnesses and make a closing statement to the Board.
- 10.3 The Board shall then determine the appropriate course of action. All of the actions set out in 10.2.1 above are open to the Board. The Board might also consider the suspension of the member for a period of up to six months, which in the case of Family members, may be extended to all of the member's family. The Board shall also have the power, providing that a majority of 75% of the Board have voted in favour, to expel a member from the Club. The 75% majority should exclude any Board Member who has previously notified the Commodore of a personal conflict of interest. Any member who is expelled from the Club under the provisions of this clause 10.3 above shall not be permitted access to the Club, from the date determined by the Board.
- 10.4 Any member who is expelled under the provisions of 10.3 above has the right to appeal to the membership at an EGM called in accordance with the provisions of Article 12.1.1 below. The member has four weeks, from being notified of their expulsion, to collect the necessary signatures and notify the Club of the intention to call the EGM.
- 10.5 An Expelled Member shall forfeit all rights to any claim upon the Club, its property or funds and shall not be entitled to reapply for membership to the Club. This rule shall apply to every member, irrespective of the office held by him in the Club.
- 10.6 Any member who is expelled or suspended is not entitled to a refund of subscriptions paid.

## **11 Annual General Meeting**

- 11.1 An Annual General Meeting ('AGM') shall be held at the clubhouse some day in the month of October in each calendar year, or on another date and location as the Board of Directors may determine.
- 11.2 The business at the AGM shall be:
- 11.2.1 the election of Flag Officers, the Board of Directors;
  - 11.2.2 the passing of the accounts and any other business of which notice shall have been given by the Secretary as provided in article 11.3 and 11.6;
  - 11.2.3 any other business proposed by the Board of Directors; and
  - 11.2.4 any other business proposed by any member in accordance with article 11.5 below.
- 11.3 At least six weeks before the AGM, the Secretary shall send to every member at his address as noted in the Club records, a brief notice of the AGM. The AGM notice will

state the time and place of the AGM and a general description of the business that will be brought before it. The AGM notice will also be posted on the Club notice board.

- 11.4 No business other than the business of a formal nature shall be brought forward at any meeting unless notice thereof shall have been given as provided under this article.
- 11.5 If any member desires to bring forward any resolution at the AGM, he must notify the Secretary at least five weeks before the AGM in order that the resolution may be added to the agenda and circulated to the members in accordance with article 11.6 below.
- 11.6 At least twenty-one clear days before the AGM, the Secretary shall send to every member at his address as noted in the Club records a detailed notice of the AGM which will include:
  - 11.6.1 the time and place of the AGM;
  - 11.6.2 the agenda for the AGM;
  - 11.6.3 the abstract of the accounts for the past year (with a statement of independent examination);
  - 11.6.4 if appropriate, a ballot paper to be used in relation to the election of officers and directors, in accordance with article 11.8;
  - 11.6.5 a list of the candidates whose names have been submitted for election to the rank of Flag Officer and the Board of Directors (prepared in accordance with article 23.1.4) together with a curriculum vitae of all such candidates; and
  - 11.6.6 such other information as is available relative to all resolutions on the agenda for the AGM.

The agenda for the AGM will also be posted on the Club notice board, together with a list of the retiring Flag Officers and of those members nominated for election.

- 11.7 Following discussion of the members and/or the Board of Directors during the AGM or an EGM, the chairman shall, in relation to an ordinary resolution only, be entitled to amend the wording of any such ordinary resolution provided that any such amendments:
  - 11.7.1 do not go beyond the scope of the business as notified to the members in the agenda/AGM notice; and
  - 11.7.2 are explained to and understood by the members;and the chairman's determination of the wording of any such ordinary resolution to be put to the meeting shall be final, provided always that the wording of any special resolution or any resolution proposed in accordance with articles 12.1.1, 12.1.2 or 12.1.3 shall be put to the meeting in the exact form proposed in accordance with those articles (save for minor grammatical or clerical errors which may be corrected).
- 11.8 In accordance with article 23, the Board of Directors may from time to time decide that members who are unable to attend the AGM and who wish to vote for the election of any candidate as officer or director, may exercise their right to vote by post using a

ballot paper (which in these circumstances will be provided in accordance with article 11.6.4). Any such postal vote shall only be acceptable in the ballot, if the ballot paper has been completed and signed by the member exercising his right and the same is received in a properly sealed envelope at the clubhouse at least 48 hours before the time at which the AGM is held, and on such other basis as shall have been stipulated by the Board of Directors in accordance with article 23. Such ballot envelopes must be marked clearly with the words “postal vote”.

- 11.9 The Secretary shall keep all ballot envelopes received in a safe place in the clubhouse, unopened, and shall hand them to the tellers at the commencement of the AGM.
- 11.10 Any proposal to amend, repeal or in any way alter the memorandum of association or articles or for the Club to enter into any major undertaking, shall be put into the form of a resolution and shall be discussed at either the AGM or an EGM. To carry any such resolution (including amendments from the floor) a majority of three-quarters of the members voting at such a general meeting will be required and there shall be at least 75 voting members present in person or by proxy. The definition of a ‘major undertaking’ shall be at the discretion of the Board of Directors on a majority decision and will be announced at the commencement of the general meeting.

## **12 Extraordinary General Meetings**

- 12.1 All general meetings other than the AGM shall be called Extraordinary General Meetings (“EGM”). An EGM of the Club may be called in the following manner:
- 12.1.1 on a requisition made in writing to the Club by at least 75 Full Members. The requisition must state the specific business for which the EGM is required;
  - 12.1.2 on a requisition made in writing to the Club by at least one officer and 30 other members of the Club. The requisition must state the specific business for which the EGM is required;
  - 12.1.3 by a majority of the directors of the Property Company as and when they think fit; or
  - 12.1.4 by the Board of Directors as and when they think fit.
- 12.2 On a requisition of members in accordance with articles 12.1.1, 12.1.2 or 12.1.3 above, the Board of Directors shall proceed to convene an EGM for a date no later than eight weeks after receipt of such requisition.
- 12.3 At least fourteen clear days before the EGM, the Secretary shall send to every member at his address as noted in the Club records, notice of the EGM specifying the time and place of the EGM and, in the form of a resolution, the object of the proposed meeting, save in relation to an EGM which is called for the passing of a special resolution in which case notice of the EGM shall be sent to every member at least twenty-one clear days before the EGM.
- 12.4 At any such EGM only business considered by the chairman to be reasonably connected with the resolution which is to be put to the EGM shall be discussed at the meeting.

### **13 Notice**

- 13.1 Accidental omission to give notice of any general meeting to or non-receipt of such notice by any member shall not invalidate the proceedings at that meeting.

### **14 Proceedings at General Meetings**

- 14.1 No business may be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these articles, 60 members present in person or by proxy is a quorum.
- 14.2 If within half an hour from the time appointed for the general meeting, a quorum of members is not present, or, if during a meeting such quorum ceases to be present:
- 14.2.1 if the meeting was convened on the requisition of members (in accordance with article 12.1.1 above) it must be dissolved;
- 14.2.2 in any other case, the meeting stands adjourned to the same day in the next week at the same time and place, or to such time and place as the Board of Directors may determine. If at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present may form a quorum.

### **15 Chairman**

- 15.1 The Commodore shall preside as chairman at every general meeting of the Club and failing him the next most senior officer present (by reference to the order of seniority in article 20.1. below).
- 15.2 The chairman who presides at a general meeting shall have a casting vote in case of equality of votes whether on a show of hands or on a poll.

### **16 Adjournment**

- 16.1 The chairman may, with the consent of a general meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place.
- 16.2 No business may be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

### **17 Passing of Resolutions**

- 17.1 At any general meeting:
- 17.1.1 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
- 17.1.2 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 five members present in person or by proxy having the right to vote at the meeting or by a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

- 17.2 If a poll is demanded in the above manner, it must be taken in such manner as the chairman directs, and the result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.

## **18 Voting Rights**

- 18.1 Every member of the Club may attend and vote at general meetings of the Club but Affiliated Members, Temporary Members and Visiting Members may not vote and Visiting Members may not attend.
- 18.2 In the event that any member has not paid all money then due from him to the Club (excluding nominal sums) then the Board of Directors shall be entitled to determine that such member shall not be entitled to vote at any general meeting of the Club either personally or by proxy, or as a proxy for another member, until such time as such debts have been cleared in full.
- 18.3 At a general meeting of the Club, on a show of hands or a poll, every member of the Club entitled to vote (in accordance with article 18.1 above) and present in person or by proxy has one vote and no more except that, in case of equality of votes, the chairman may have a second or casting vote.
- 18.4 Proxies may only be validly appointed by notice in writing ('Proxy Notice') which:
- 18.4.1 uniquely identifies the member appointing the proxy;
  - 18.4.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 18.4.3 is executed on behalf of the member appointing the proxy; and
  - 18.4.4 is delivered to the company at least 48 hours before the general meeting is held (for the avoidance of doubt weekends, Christmas Day, Good Friday and any bank holiday are excluded from counting towards the 48 hour period) as shall have been stipulated by the Board of Directors in the notice of the general meeting to which they relate.
- 18.5 The Board of Directors may require Proxy Notices to be delivered in a particular form and may specify different forms for different purposes.
- 18.6 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.
- 18.7 Unless a Proxy Notice indicates otherwise, it must be treated as:
- 18.7.1 allowing the person appointed under it as a proxy discretion to vote on any ancillary or procedural resolutions put to the meeting; and

18.7.2 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.

18.8 A member shall not approach another member(s) with a view to being appointed as that member(s) proxy.

## **19 The Board of Directors**

19.1 The general management of the affairs of the Club shall be vested in the Board of Directors. The Board of Directors of the Club shall be the Commodore, the Vice-Commodore, the Rear-Commodore Premises, the Rear-Commodore Hospitality, the Rear-Commodore Sailing, the Honorary Treasurer and the Honorary Secretary (these are the 'Executive Directors' of the Club) and eight other members of the Club (these are the 'Non-Executive Directors' of the Club) as elected according to these articles and all such persons shall be directors of the Club.

19.2 Seven directors including at least half of the officers of the Club are a quorum at a meeting of the Board of Directors. The directors present at the meeting may act notwithstanding any vacancies in their numbers, but, if the number of directors is fewer than seven, the directors present may act only for the purpose of filling vacancies or of calling a general meeting.

19.3 The Commodore and failing him the next most senior officer present (by reference to the order of seniority in article 20.1. below), must preside as chairman of the Board of Directors.

19.4 Save as provided otherwise in these articles, questions arising at a meeting of the Board of Directors shall be decided by a majority of votes and the chairman of the Board of Directors will have a casting vote in case of equality of votes.

19.5 The first officers of the Club are David Gordon Christopher Whitehead and Steven Patrick Jarman and they are the first directors of the Club.

## **20 The Officers / Executive Directors**

20.1 The officers (and Executive Directors) of the Club are (in the order of seniority) the Commodore, Vice-Commodore, Rear-Commodore Premises, Rear-Commodore Hospitality, Rear-Commodore Sailing, Honorary Treasurer and Honorary Secretary, all of whom must be members of the Club.

20.2 The Commodore is the Senior Flag Officer and head of the Club with overall responsibility for running the Club in accordance with Club Rules and Byelaws.

20.3 The Vice-Commodore is the deputy head of the Club with responsibility to the Commodore for the administration and conduct of the Club.

20.4 The three Rear-Commodores are the Rear-Commodore Premises, the Rear-Commodore Hospitality and the Rear-Commodore Sailing having responsibility to the Commodore for Premises, Hospitality and Sailing matters, together with relevant health and safety responsibilities.

- 20.5 The Honorary Secretary is responsible for ensuring that the Club Rules and Byelaws are reasonably applied and for all matters of protocol. He is part of the executive team.
- 20.6 The Honorary Treasurer is responsible to the Vice-Commodore for all financial matters. He is part of the executive team.

## **21 Remuneration**

- 21.1 No officer or director of the Club may receive any remuneration for any services he provides to the Club, whether in his capacity of officer or director or otherwise.
- 21.2 There is no age limit for officers or directors and accordingly Section 293(2)–(6) of the Companies Act 1985 does not apply to the Club.

## **22 Retirement of Officers and Directors**

- 22.1 At every AGM, all the officers and the eight other directors must retire from office.
- 22.2 The officers and the other eight retiring directors are eligible for re-election at the same or any other general meeting of the Club.
- 22.3 If a retiring officer or director is not reappointed in accordance with article 22.2, his retirement together with the appointment of any officer or director who is to replace him, will take effect during the AGM upon the conclusion of the agenda items relating to the retirement and appointment of officers and directors.

## **23 Election of Officers and Directors**

- 23.1 The election of officers and directors will take place in the following manner:
- 23.1.1 The officers and other directors shall be elected annually at the AGM. Any two members of the Club may nominate any other member to serve as an officer or other director of the Club, having previously received his assent.
- 23.1.2 The name of each member so nominated, together with the names of his Proposer and Seconder, must be sent in writing signed by all three of them to the Secretary at least five weeks before the AGM.
- 23.1.3 A list of the candidates' names in alphabetical order, together with the Proposers' and Seconders' names, must be posted in a conspicuous place in the clubhouse for at least two weeks immediately preceding the AGM.
- 23.1.4 A list of the candidates will be prepared containing the names of the candidates in alphabetical order and this will be circulated, together with a curriculum vitae of all candidates, in accordance with article 11.6.5.
- 23.1.5 Each member present at the AGM and qualified to vote may vote for any number of candidates not exceeding the number of vacancies.
- 23.2 Notwithstanding the provisions of article 23.1.5, the Board of Directors may from time to time decide that members qualified to vote, may exercise their vote for the election of officers and other directors by post (without having to attend the AGM), in which case the method by which such votes may be cast shall be as the Board of Directors prescribe.

- 23.3 If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.
- 23.4 If two or more candidates obtain an equal number of votes and insufficient vacancies are available, a vote will be held at the meeting on a show of hands (or in such manner as the chairman shall prescribe). Each member present at the AGM in person or by proxy and qualified to vote shall have one vote. In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 23.5 Notwithstanding clauses 23.1 to 23.4 above, for a period of one calendar month following the date of incorporation of the Club, the signatory to the memorandum of association and these articles may elect and appoint officers and directors of the Club with immediate effect.
- 23.6 A member who has received a warning letter about his conduct in accordance with Clause 10.2 may not stand as a director of RAFYC Holdings limited or its subsidiaries for a period of twelve months from the date of the letter.
- 23.7 The Board shall have the power, but not the obligation, to co-opt a Member of the Club to the Board to fill a casual vacancy that has arisen for any reason, subject to the provisions set out below:
- 23.7.1 The nature of the vacancy, and the fact that the Board wishes to co-opt a Member to fill it shall be advertised on the Club's notice board and the Club's website for a period of not less than two weeks. However, if the vacancy is for the role of Commodore or Vice-Commodore only existing Board members, who themselves have been appointed at either an AGM or EGM of the Club held in accordance with article 11 or 12 respectively, are eligible for selection.
- 23.7.2 If there is there is a single candidate for the vacancy and it is for a Non Executive Director then a majority of 75% of the existing Non Executive Directors and an overall majority of the Board as a whole must vote in favour of the appointment for it to be valid.
- 23.7.3 If there is a single candidate for the vacancy and the vacancy is for a Flag Officer role, as defined in Article 20, then a majority of 75% of all existing Directors who are eligible to vote must vote in favour for the appointment to be valid. For the avoidance of doubt this clause shall apply even if the candidate is an existing director, in which case he is not eligible to vote.
- 23.7.4 If there is more than one candidate for the vacancy then the Commodore and the Non Executive Directors shall, together, form a committee of the Board chaired by the Commodore. This committee shall meet with each of the candidates individually, following which they shall recommend a single candidate to the Board and the Board shall proceed as outlined in 23.7.2 and 23.7.3 as appropriate.
- 23.8 The name of any director appointed by the process outlined in this Article shall be posted to the Club's notice board and on the website. If within four weeks of such

announcement a requisition is made in writing to the Club by at least 75 full members, then the Board will call a postal ballot of all Members and the appointment concerned will be suspended until the outcome of the ballot is known. All those Members who had previously agreed to stand under the provisions of 23.7 above shall, if they so wish, be eligible to participate in the postal ballot.

## **24 Removal of Officers and Directors**

24.1 An officer or a director will be removed from office if:

24.1.1 his membership of the Club is terminated;

24.1.2 he resigns his office by notice to the Club; or

24.1.3 he is removed by ordinary resolution passed at a general meeting of the Club.

## **25 Powers of Directors**

25.1 The directors of the Club:

25.1.1 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;

25.1.2 may act notwithstanding vacancies;

25.1.3 are to ensure that no money or property of the Club or any gain arising from the carrying on of the Club is to be applied otherwise than to the benefit of the Club or for a benevolent or charitable purpose nominated by the Board of Directors;

25.1.4 shall only be permitted to borrow money (by any method) or charge the property of the Club as security against any such borrowing where such a resolution is passed by the Club in general meeting authorising the Board of Directors to do so and:

25.1.4.1 the resolution shall detail the purpose of the borrowing, whether the money is to be borrowed at one time or from time to time, the rate of interest, and the form security to be given; and

25.1.4.2 all members of the Club, whether voting on such a resolution or not, and all persons becoming members of the Club after passing such a resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution; and

25.1.4.3 thereupon subject to their rights under 27.4 the directors of the Property Company and/or the Trading Company shall at the discretion of the Board of Directors (and in accordance with the purpose of the borrowing) make all such dispositions of the Club property or any part thereof, and enter into such agreements in

relation thereto as the Board of Directors may deem proper for giving security for such loans and interest.

- 25.2 If a director is interested, directly or indirectly, in any contract or arrangement or in any proposed contract or arrangement with the Club or with any other company in which the Club may be interested, he shall disclose to the Board of Directors, at the first meeting at which such contract or arrangement is discussed, the nature and extent of his interest and he shall not be entitled to vote in relation to such contract or arrangement save to the extent that such interest arises as a result of him being a member of the Club in which case he shall form part of the quorum and shall be entitled to vote in relation to such contract or arrangement.
- 25.3 With the sole exception of the Commodore, a director of RAFYC Holdings Limited cannot also be a director of Royal Air Force Yacht Club Limited at the same time.

## **26 Delegation**

- 26.1 The directors of the Club may delegate any of their powers or those of the Board of Directors to a committee or committees appointed by the directors.
- 26.2 In the exercise of the powers delegated to it, a committee must conform to any regulations or conditions prescribed by the directors.
- 26.3 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors at any time without notice.
- 26.4 Standing committees with delegated powers are the Premises Committee, the Hospitality Committee, the Sailing Committee and the Finance Committee:

### **26.4.1 Premises Committee**

26.4.1.1 A Premises Committee shall be formed out of the Board of Directors, with the power to co-opt members for the effective management, control and maintenance of all land-based assets. These measures will be achieved by:

- Maintenance of the clubhouse, grounds and car park, including security thereof;
- Compliance with health and safety legislation. Rear-Commodore Premises shall be the designated health and safety officer for all the Club's land-based activities.

26.4.1.2 A quorum shall consist of one Flag Officer who shall be the chairman and three other members of the Premises Committee.

### **26.4.2 Hospitality Committee**

26.4.2.1 A Hospitality Committee will be formed out of the Board of Directors, with the power to co-opt members for the effective management and control of the Club's land-based activities. These measures will be achieved by:

- Catering arrangements, together with setting prices and fees with caterers or chef;
- Bar arrangements, prices charged, stocktaking, stock control, opening hours and staffing;
- Social events, lectures and external events on the premises;
- Accommodation arrangements.

26.4.2.2 A quorum shall consist of one Flag Officer who shall be the chairman and three other members of the Hospitality Committee.

#### 26.4.3 Sailing Committee

26.4.3.1 A Sailing Committee shall be formed out of the Board of Directors with power to co-opt members for the effective management and control of all water-based resources. These measures will be achieved by:

- The administration and control of Club jetties, pontoons, piers, scrubbing berths, slipways and boat stowage areas ashore;
- The administration and control of all berths leased from the Crown Estates for sub-letting to members;
- Maintenance and operation of all Club boats and launches;
- Promotion and management of all cruising and racing activities of the Club;
- Compliance with health and safety legislation. Rear-Commodore Sailing shall be the designated health and safety officer for all the Club's water-based activities.

26.4.3.2 A quorum shall consist of one Flag Officer who shall be the chairman and three other members of the Sailing Committee.

#### 26.4.4 Finance Committee

26.4.4.1 A Finance Committee will be formed from the Board of Directors with power to co-opt members for the purpose of providing recommendations to the Board of Directors in relation to the effective management and control of financial resources. These measures will be achieved by:

- Preparation of an annual budget, in consultation with the Board of Directors;
- Providing financial guidance to the Club and monitoring the current financial situation;
- Monitoring of key financial information and cash flow forecasts at least quarterly;

- Planning and proposing measures to create a financial reserve;
- Preparation and maintenance of a business plan, in consultation with the Board of Directors; and
- Providing the membership with financial policy update, and relevant information to support the policy.

26.4.4.2 A quorum shall consist of the Honorary Treasurer, or a Flag Officer, who shall be Chairman and three other members of the Finance Committee.

#### 26.4.5 Other Committees

26.4.5.1 The Board of Directors may establish other committees with the power to coopt members for specific tasks. Such committees shall work under the direction of the Board of Directors and shall have no decision-making powers. To this end a minimum of one director of the Board of Directors will be a member of any and all committees. All recommendations made by such committees must be ratified by the Board of Directors prior to implementation.

## **27 The Property Company and the Trading Company**

- 27.1 It is anticipated that any freehold property of the Club shall be retained in the Property Company, being a wholly owned subsidiary of the Club. It is acknowledged that whilst the real property of the Club is owned by the Property Company, the ultimate control of the real property is by the members of the Club via the Board of Directors and through the Club's ownership of the shares of the Property Company.
- 27.2 All other assets of the Club, together comprising the business of the Club shall be vested in the Trading Company being a wholly owned subsidiary of the Club. It is acknowledged that the ultimate control of the relevant assets is by the members of the Club via the Board of Directors and through the Club's ownership of the shares of the Trading Company.
- 27.3 Where it is thought necessary by the Board of Directors they shall be entitled to direct the directors of the Property Company and or the Trading Company to deal with the real property and or trading assets as the Board of Directors from time to time directs by resolution (of which an entry in the minute book is conclusive evidence).
- 27.4 If the directors of the Property Company are concerned about the instructions they are receiving from the Board of Directors, they may call an EGM in accordance with article 12.1.3 above, to discuss their concerns. The instructions of the Board of Directors may be overturned by a resolution of the members, and pending the holding of the EGM the directors of the Property Company may delay implementation of the instructions of the Board of Directors.



## **28 The Directors of the Property Company**

- 28.1 The Property Company shall have a minimum of six directors and a maximum of eight directors, one of whom will be the current Commodore of the Club. As and when there is a vacancy for a new director of the Property Company, the Commodore is nominated as the person who shall appoint a replacement director of the Property Company but such appointment must be with the majority approval of the Board of Directors and must be recorded in the minutes of the board meeting of the Club. The appointment shall be ratified by the Club members at the following AGM.
- 28.2 If the Commodore of the Club retires (in accordance with article 22) and a new Commodore is appointed to replace him, the retired Commodore shall remain a member of the Property Company for a period of one year. He may be removed in accordance with clause 28.6.
- 28.3 All directors of the Property Company must be Full Members, Life Members, Honorary Members or Honorary Life Members of the Club.
- 28.4 The directors of the Property Company will serve for a term of eight years and shall hold office until:
- 28.4.1 expiration of the eight-year term;
  - 28.4.2 death;
  - 28.4.3 resignation; or
  - 28.4.4 removal from office by the Commodore (with majority approval of the Board of Directors) in accordance with clause 28.6.
- 28.5 On expiration of his eight-year term, a director of the Property Company will be eligible for reappointment.
- 28.6 If the Property Director who is being removed from office wishes to object to his removal, then he has one month's written notice, during which he may call a board meeting of the Property Company at which the Property Company directors shall consider the need to call an EGM in accordance with article 12.1.3.
- 28.7 Where by reason of death, expiration of the eight-year term, resignation or removal it is necessary for a new director of the Property Company to be appointed, the Commodore with majority approval of the Board of Directors must nominate the person to be appointed.
- 28.8 Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Property Company (other than any person (whether an officer or not) engaged by the Company as auditor or independent examiner) shall be indemnified out of the assets of the Club against all costs, charges, losses, expenses and liabilities incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission or any material breach of duty on his part or in connection with any

application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Property Company, provided that this article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act or otherwise.

## **29 Accounts**

- 29.1 The Board of Directors must ensure that proper books of account are kept in respect of:
- 29.1.1 all sums of money received and expended by the Club and the matters in respect of which the receipts and expenditure take place; and
  - 29.1.2 the assets and liabilities of the Club.
- 29.2 The books of account must be kept at the registered office of the Club, and must always be open to the inspection of the directors.
- 29.3 The Board of Directors must from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the Club, or any of them, are to be open to the inspection of members of the Club who are not directors.
- 29.4 No member who is not a director has any right to inspect any account or book or document of the Club except as conferred by statute or authorised by the directors.

## **30 Presentation of Accounts**

- 30.1 Once at least in every year the Board of Directors must lay before the Club in a general meeting the Club's accounts for the period since the preceding accounts.
- 30.2 At least three weeks before the general meeting in which the Club's accounts are to be laid before the Club, the Secretary shall send to every member at his address as noted in the Club records, a copy of the Club's accounts.
- 30.3 Every set of Club accounts must be accompanied by a report of the Board of Directors and the Club's accounts must be signed by two directors and countersigned by the Secretary.

## **31 Club Rules and Byelaws**

- 31.1 Any proposal to pass new Club Rules or to abolish or alter existing ones shall be put into the form of a resolution and shall be discussed at either the AGM or an EGM. To carry such resolutions a majority of two-thirds of the members voting at such a general meeting will be required and there shall be at least 75 voting members in attendance.
- 31.2 A majority of two-thirds of the Board of Directors may make, suspend or alter Club Byelaws. Such Club Byelaws must be ratified by a majority of two-thirds of the members voting at the next AGM as per article 32.1 above and provided also that during the intervening period the new, suspended or altered Club Byelaw shall be posted on the clubhouse notice board.
- 31.3 The Club Rules and Byelaws shall be in force until suspended, altered or revoked.

- 31.4 Club Rules and Byelaws will be published as a document separate to these articles of association and will be available to all members by means determined by the directors.
- 31.5 Examples of matters dealt with by Club Rules and Byelaws are:
- 31.5.1 The terms and conditions upon which honorary guests, children of members of the Club and visitors may use the premises and property of the Club;
  - 31.5.2 The times of opening and closing the clubhouse and premises of the Club or any part of them and the permitted hours for the supply of alcohol;
  - 31.5.3 The conduct of members of the Club in relation to one another and to the Club's staff;
  - 31.5.4 Imposition of fines for breach of any Club Rules or Byelaw or any article of association of the Club; and
  - 31.5.5 All other matters that are commonly the subject of club rules and byelaws.
- 31.6 The Board of Directors must adopt whatever means they consider sufficient to bring all Club Rules and Byelaws and alterations and repeals to such Club Rules and Byelaws to the notice of the members of the Club.
- 31.7 All Club Rules and Byelaws, so long as they are in force, are binding on all members of the Club.
- 31.8 No Club Rules and Byelaws 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. If there is any conflict between the Club Rules and/or Byelaws and the memorandum and/or articles, then the memorandum and/or articles will prevail.

## **32 Seal**

- 32.1 The Board of Directors must provide for the safe custody of the common seal of the Club.
- 32.2 The seal of the Club must not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of:
- 32.2.1 at least two directors; and
  - 32.2.2 the Secretary or another person appointed by the directors for the purpose.
- 32.3 The two directors and the Secretary or the other person appointed must sign every instrument to which the seal of the Club is affixed in their presence.

## **33 Dissolution**

- 33.1 Any proposal to wind up the Club shall be put into the form of a resolution and shall be discussed at either the AGM or an EGM. To carry any such resolution a majority of three-quarters of all members entitled to vote at such a general meeting, whether or not present at the meeting, will be required.
- 33.2 If the Club is wound up, whether voluntarily or otherwise, the liquidator shall (after realising all of the assets of the Club and paying all outstanding creditors) distribute the

net proceeds among the fully paid up members on the current members list who have more than five years' continuous membership, pro-rata to their number of years of continuous membership.

- 33.3 Members with less than five years of continuous membership shall not be eligible to participate in any such distribution by the liquidator under article 33.2.

### **34 Notices**

- 34.1 A notice may be given by the Club to any member either personally or by sending it by post in a prepaid envelope addressed to the member at his address as noted in the Club records or by leaving it at that address and by posting it in a conspicuous place in the clubhouse, save where a member has agreed to receive such notices in electronic form, in which case article 35 will apply.
- 34.2 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.
- 34.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

### **35 Electronic Notices**

- 35.1 A notice may be given by the Club to any member by sending it in electronic form (email), provided always that the member to whom such notice is to be sent has agreed to receive such notices in electronic form and has provided the Club with an email address for this purpose.
- 35.2 Where a notice is sent by email, service of the notice is deemed to have been effected at the expiration of 48 hours after the time the email was sent.
- 35.3 Proof that a notice contained in an electronic form was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

### **36 Indemnity**

- 36.1 Subject to the provisions of the Companies Acts (as defined in section 744 of the Companies Act 1985), but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Club (other than any person (whether an officer or not) engaged by the Club as auditor or independent examiner) shall be indemnified out of the assets of the Club against all costs, charges, losses, expenses and liabilities incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission or any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Club, provided that this article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this

article, or any element of it, to be treated as void under the Act or otherwise under the Companies Acts.

### **37 Headings**

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