

SOVEREIGN HARBOUR YACHT CLUB LTD

MEMORANDUM OF ASSOCIATION

1. The name of the Company is Sovereign Harbour Yacht Club Limited (hereinafter called "the Company").
2. The registered office of the Company is situate in England.
3. The objects for which the Company is established are:
 - a) To:-
 - ❖ Promote and facilitate the sport of yachting, for the whole community, both sail and motor
 - ❖ Provide social and other facilities for members as may from time to time be determined
 - ❖ Liase with the proprietors of Sovereign Harbour for the benefit of the members
 - ❖ Promote training in all aspects of sea safety, sport and leisure
 - ❖ Encourage good seamanship and the knowledge and love of the sea
 - b) to provide and maintain and conduct a club and a centre of information and instruction on yachting, motor boating and any pastime ancillary thereto, either alone or with another yacht club, and generally to afford the Members and their families and their friends all the usual advantages, convenience and accommodation of a club.
 - c) to ensure the continuity of Sovereign Harbour Yacht Club (hereinafter called ' the Club') and to take over its assets, trophies, books and papers.
 - d) to purchase, take on, lease or take in exchange, hire or otherwise acquire any real or personal property and in particular any lands, buildings, furniture, books, papers, periodicals, maps, stationery, cards and games, which may be requisite for the purposes of or conveniently used in connection with any of the objects of the Company.
 - e) to construct, maintain, improve, reconstruct or alter any houses, buildings, premises, vessels or works necessary or convenient for any of the purposes of the Company.
 - f) to sell, manage, demise, lease, sub-lease, mortgage, give in exchange, or otherwise dispose of or deal with, all or any part of the property of the Company.
 - g) to buy, prepare, make, supply, sell and deal in, or arrange for the supply of all kinds of provisions, tobaccos and refreshments required or used by the Company or other persons frequenting the club-house, premises or vessels of the Company.
 - h) to hire and employ secretaries clerks, managers, servants and workmen, and to pay to them and to other persons in return for services rendered to the Company, salaries, wages, gratuities, expenses, bonuses and pensions.
 - i) to promote and hold, either alone or jointly with any other Association, club or persons, meetings, competitions and races and to offer, give or contribute towards prizes, medals and awards, and to promote, give or support dinners, halls, concerts and other entertainments
 - j) to establish, promote, or assist in establishing or promoting, and to subscribe or to affiliate with or become a member of any other association or club whose objects are similar, or in part similar, to the objects of this Company, or the establishment or promotion of which may be beneficial to this Company provided that no subscription be paid

to any such other association or club out of the funds of this Company, except bona fide in furtherance of the objects of this Company.

k) to invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.

l) 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.

m) to do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

4. The liability of the Members of the Company (hereinafter called 'the Members') is limited.

5. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member of the Company, or within one year afterwards for payment of the debts and liabilities of the Company 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 the contributions among themselves, such amount as may be required not exceeding Ten Pounds.

6. The income and property of the Company shall be applied towards the promotion of the objects of the Company set forth in this Memorandum of Association and no Member of the Company in his character as such Member shall be entitled to receive, directly or indirectly, any dividend, bonus or other profit out of such income or property, but nothing herein shall prevent payments in good faith to persons in other capacities (such as providers of goods or services, servants, lenders, landlords, vendors or in any capacity other than membership) notwithstanding their membership of the Company or the application of the property of the Company upon its winding up in accordance with the Company's Articles of Association for the time being.

7. No person shall be admitted membership of the Company other than the subscribers hereto the Members of the Club and those persons elected in accordance with the Articles of Association.

ARTICLES OF ASSOCIATION

DEFINITIONS

In these Articles unless the context otherwise requires:

- 1.1 "United Kingdom" means the United Kingdom of Great Britain and Northern Ireland.
- 1.2 "The Act" means the Companies Act 1985 (as amended). Please note that this definition should reflect the statute pursuant to which the Company was incorporated. This is likely to be as shown above. The current Memorandum and Articles will provide this information.
- 1.3 Expressions defined in the Act have meanings as defined.
- 1.4 "The Club" means Sovereign Harbour Yacht Club Limited.
- 1.5 "Members" means the members of the Club and shall, unless otherwise stated, include all members of whatever category.
- 1.6 "The Board" means the Board of Directors of the Club as defined herein.
- 1.7 "The Secretary" means the Secretary for the time being of the Club as defined herein.
- 1.8 "Clear days" means in relation to a period of notice 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.
- 1.9 "Month" means calendar month.
- 1.10 "Year" means the period from 1st October to 30th September.
- 1.11 "Bye-laws" means the bye-laws adopted by the Board from time to time in accordance with the provisions of these Articles and as varied from time to time.
- 1.12 "Writing" includes printing, typewriting, facsimile transmission and any other substitute for writing.
- 1.13 Words importing the singular include the plural and vice versa.
- 1.14 Words importing the masculine include the feminine and vice versa

ESTABLISHMENT

2. The Club is established for the purposes expressed in the Memorandum of Association.
- 2.1 The affairs of the Club shall be conducted so as to enable it to qualify for and to comply with all relevant licenses and registrations under the Licensing and Gaming Acts from time to time in force.
- 2.2 The affairs of the Club shall be conducted so as to enable it to qualify for affiliation and to remain affiliated to the Royal Yachting Association.

MEMBERSHIP

3. The Board may determine from time to time the maximum number of members permitted in each category.
4. The Members of the Club shall be those persons as were Members on the date of adoption of these Articles and such other persons as shall apply for admission and be elected as Members in accordance with the provisions of these Articles.

Qualification for Membership

5.1 Any person who can show a keen interest in water sports shall (subject as hereinafter provided) be qualified to be elected as a Member of the Club.

5.2 Membership of the Club shall be open to all persons irrespective of ethnicity, nationality, sexual orientation, religion or beliefs: or of age, sex or disability except as a necessary consequence of the requirements to participate in a particular aspect of the sport.

Membership Categories

6. The Members of the Club shall consist of different categories namely:

6.1 Ordinary Members being all Members who are not permitted or do not qualify as members of any of the other categories notwithstanding that some may pay reduced subscriptions.

6.2 Family Members who shall include one or two parents and all children under the age of 18 years

6.3 Social Members being Members who do not own, skipper or crew a boat and do not participate in any water sports organised by the Club, but wish to avail themselves of the Club facilities and social activities.

6.4 Honorary Members being those persons elected by the Board as Honorary Members for the current year.

6.5 Honorary Life Members being those persons previously Honorary Life Members of Sovereign Harbour Yacht Club and those subsequently elected by the Board as Honorary Members for life.

6.6 Overseas Members being those persons who are permanently resident outside the United Kingdom or those Ordinary Members who are temporarily resident outside the United Kingdom.

6.7 Cadet Members being those persons who are under the age of 18 years at the commencement of the membership year.

6.8 Student Members being those persons still undergoing full-time education and under the age of 25 years.

6.9 Corporate Members being bodies corporate.

6.10 Corporate Ordinary members being nominees of any Corporate Member provided that the total number thereof shall not exceed ten per cent of the total Membership of the Club.

6.11.1 The current officially appointed Coxswain and Second Coxswain of the Eastbourne all weather lifeboat who shall be accorded the same rights and privileges as Ordinary Members.

6.11.2 Operational crew members (and their partners) of the Eastbourne branch of the Royal National Lifeboat Institute.

6.12 Such other categories as the Board may from time to time create and define by byelaw.

Honorary Life Members

7. Honorary Life Members shall be entitled without payment of subscription to all the rights and privileges of Ordinary Members.

Rights of Membership

8. Only Honorary Life Members, Ordinary Members and Family Members shall be entitled to vote at any General Meeting of the Club or to propose or second candidates for membership or of office. Family Members shall have one vote exercisable by either partner.

9. Only Honorary Life Members, Ordinary Members and Family Members may be elected as Officers or Directors of the Club [or introduce guests to the Club].

10. Subject and except as stated herein and as may be specified elsewhere in these Articles, all members of the Club shall have the same rights, privileges and duties.

11. A member desirous of retiring from membership shall give notice in writing to the Secretary before the last day of November and shall not then be liable to pay the subscription for the following year. Upon re-application by a past member the Board may, at its discretion, excuse payment of an Entrance Fee.

12. The Board may cancel, without notice given, the membership of any member whose annual subscription and other annual fees are more than three months in arrears provided that the Board may, at its discretion, re-instate such member upon payment of arrears. No member whose annual payments are in arrears may enter any club event or regatta nor vote at any meeting.

Election of Members

13.1 Every candidate for membership (except honorary members) shall be proposed and seconded by an honorary life member, ordinary member or family member of the Club both of whom must be personally acquainted with the candidate. Candidates who are not sufficiently well known to members with the capacity to propose or second new members, may be proposed and seconded by two members of the Board who have been satisfied by process of interview of their suitability.

13.2 An application for membership shall be in the form from time to time as prescribed by the Board and shall include the name, address and occupation of the candidate and the signatures of the Proposer and the Secunder.

13.3 Upon receipt of an application for membership the Secretary shall enter such application in a Register of Candidates and shall cause the application form to be prominently displayed in the Club premises for at least 14 days before the meeting of the Board at which such application for membership shall be considered. The election of all classes of members is vested solely in the Board and shall be a simple majority vote of those present and voting at the relevant meeting of the Board. The Secretary shall inform each candidate in writing of the candidate's election or non-election and shall not give any reason for accepting or refusing the candidature of any application for membership. He shall furnish an elected candidate with a copy of the Rules and Bylaws of the Club and make requests for such payments as are necessary.

13.4 Upon election a candidate shall pay within one calendar month, such entrance fees as shall be requested. The fault of such payment the election shall be void unless sufficient cause for delay be shown.

14. The Board may from time to time define rules by which applications for membership shall be considered. The Board may delegate to specified officers and committees its powers to consider and approve such application if two thirds of those present and voting vote in favour of such delegation.

Register of Members

15. The Board shall cause a proper Register to be kept of all members elected by the Board and of the category of membership to which they belong and entries in that register shall be conclusive evidence as to the status and category of membership of any Member. The Register can be kept by electronic means or any other method deemed appropriate by the Board.

16. Membership is not transferable.

Membership Fees

17. The Board may from time to time determine the amounts payable and the time of payment of subscriptions, joining fees and other dues from the different categories of membership.

Outstanding Subscriptions

18. If any Member shall fail to pay the outstanding subscription payable by him within two weeks after the same becomes due his name may be posted up in a public room of the Club and a notice of such payment shall be given to him and if the same is not paid within one month after becoming due the defaulter shall cease to be a Member, unless the Board otherwise decides, and shall have no vote at any general meeting of the Club.

Contracting

19. Subject to the provisions of these Articles no Member shall be prohibited from contracting with the Club either as employee vendor purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Club in which any Member shall in any way be interested, be avoided nor shall any Member so contracted or being so interested be liable to account to the Club for any profit realised by such contract or arrangement.

EXPULSION

20. If in any of the particulars contained in any application for membership any misrepresentation shall be made which in the opinion of the Board is material and wilful the Board may if the candidate has been elected expel him from membership and whether such candidate has been elected or not he shall be ineligible for election and inadmissible as a visitor. If such wilful and/or material misrepresentation in the application form has been made by the proposer and/ or seconder the Board shall have the right to expel the offender or offenders who shall there after be ineligible for membership.

21. A Member is not permitted to allow his name to appear as a party in any legal proceedings as of the Club address; to address nor allow himself to be described as of the Club address in any legal document. Any violation of this rule shall render the offender liable to expulsion.

Misbehaviour

22.1 If any Member (whether within or out of the Club premises) shall behave in a manner which in the opinion of the Board or any six Ordinary Members who shall certify the same in writing to the Secretary be injurious to the character reputation and interests of the Club or shall be in breach of these Articles or Bye-laws then the Board may after giving such Member an opportunity of explaining his conduct by a resolution supported by three fourths of those present and voting either:

- (a) except in the case of a breach of Article 20 suspend the Member guilty of such conduct from all the rights and privileges of membership and from participation in any Club activities for a period not exceeding six months or
- (b) expel such Member from the Club forthwith. In the event of a Member being suspended or expelled the Board may cause a notice stating the fact to be posted up in a public room of the Club.
- (c) In exceptional cases the Secretary shall have power to suspend in writing such member until the matter is considered by the Board

(d) A member who is subject to a hearing, under the terms of this article, may be represented by another member of their choice at that hearing.

(e) Where the decision is made to expel a member, they, or their representative, may be given the opportunity to appeal at the next scheduled general meeting of the Club. The appeal would then be decided by a majority vote.

22.2 If any person who is not a Member shall behave in a manner, which in the opinion of the Board, be injurious to the character reputation or interests of the Club he may be banned by a resolution passed by the Board from entering the Club's premises and shall not thereafter enter any part of the Club's premises.

Termination of Membership

23. A Member shall cease to be a member of the Club:

- (a) on signifying his resignation in writing to the Secretary
- (b) on his death
- (c) on failing to pay his subscription within the prescribed time limit
- (d) on being expelled

24. Any Member who for any reason whatsoever ceases to be a Member of the Club after moneys have become due from him to the Club (whether for subscriptions or otherwise) shall nevertheless remain liable to pay the same to the Club.

GENERAL MEETINGS

25. The Club shall hold general meetings of which one in each year shall be the Annual General Meeting and the others shall be Extraordinary General meetings and the notice convening any meeting shall specify it is an Annual General Meeting or an Extraordinary General Meeting.

26. The Annual General Meeting shall be held at such time and place, as the Board shall appoint but not more than fifteen months shall elapse between the date of one Annual General Meeting and the next.

Annual General Meeting

27.1 The business to be transacted at the Annual General Meeting shall be:

- (a) to receive and if thought fit to approve the report of the Directors
- (b) to receive and if thought fit to approve the Annual accounts
- (c) to elect Directors
- (d) to elect auditors
- (e) to consider and if thought fit to adopt such resolutions as may have been tabled by the Board and specified in the notice convening the meeting
- (f) to consider and if thought fit to adopt such resolutions as may have been submitted by not less than six Ordinary Members, Family Members or Honorary Life Members in writing to the Secretary not less than forty two clear days before the date of the Annual general Meeting and specified in the notice convening the meeting.

27.2 No other business may be transacted except with the permission of the Chairman of the meeting and the agreement of two thirds of those present and entitled to vote.

Extraordinary General Meeting

28.1 An Extraordinary General Meeting of the Club shall be convened by the Secretary within twenty one clear days of his receiving either

- (a) an instruction from the Board or
- (b) a requisition signed by not less than three Directors or not less than thirty Honorary Life Members, Family Members or Ordinary Members or thirty per cent of the total number of such members whichever shall be the less.

28.2 Such instruction or requisition shall be valid only if it contains notice of motion and such motion together with any other motion to be dealt with at the meeting in question and the Secretary shall post any such instruction(s) and/or requisition(s) in a public room of the Club.

29. If the Secretary fails to convene the requisitioned Extraordinary General Meeting within twenty eight clear days from the date of receiving the requisition the signatories to the requisition or a majority of them may nominate one of their number to do so on behalf of the Secretary in such manner as the Secretary normally convenes Extraordinary General Meetings, but the Extraordinary General Meeting in question must be held within ninety days of the date of the requisition.

30. The Members signing a requisition convening an Extraordinary General Meeting shall be liable to pay the costs of the Extraordinary General Meeting unless the Members present resolve, or the Act provides, otherwise.

Notice of General Meetings

31. All general Meetings shall be convened by not less than twenty one clear days notice in writing and such notice shall specify the place and the day and the hour of the Meeting and the business to be transacted and such notice shall be posted to all Members but the accidental omission to give notice to any Member shall not invalidate the proceedings of any General Meeting.

Transaction of Business

32. No business shall be transacted at any General meeting unless a quorum of 15 Members entitled to vote is present at the time when the Meeting proceeds to business. The discussion at such meeting shall be confined to the notice sent to the members

33. If within thirty minutes from the time appointed for the General Meeting a quorum is not present the meeting shall be cancelled if convened by a requisition in accordance with Article 28.1 (b) and shall be adjourned for one week if otherwise convened.

Chairmanship

34. The Commodore shall preside as Chairman at every General Meeting of the Club. If at any General Meeting he is not present within fifteen minutes after the time appointed for holding the Meeting or is unwilling to act as Chairman the Members present shall choose one of their number to act as Chairman of the Meeting.

35. The Chairman may with the consent of any General Meeting at which a quorum is present and if so directed by the General Meeting adjourn the General Meeting from time to time and place to place but no business may be transacted at any adjourned General Meeting other than the business left unfinished at the General Meeting from which the adjournment took place. It shall not be necessary to give notice of any adjournment or of the business to be transacted at any adjourned meeting.

Procedures

36. At any General Meeting

36.1 A motion other than for the contested election of an Officer or Director shall be decided on a show of hands of those present and eligible to vote unless a poll is demanded before or immediately after the declaration of the result of the show of hands by at least six of those present and eligible to vote and unless a poll is so demanded a declaration by the Chairman that a motion has on show of hands been carried or carried unanimously or carried by a particular majority or lost and entry to that effect in the Minute Book of the Club shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded for or against the motion.

36.2 If a poll is duly demanded it shall be taken in such manner as the Chairman directs and the results of the poll shall be deemed to be the resolution of the Meeting at which the poll was demanded.

36.3 In the case of an equality of votes whether on a show of hands or on a poll the Chairman of the General meeting shall be entitled to a second or casting vote.

BOARD OF DIRECTORS

Remuneration

37. The Members of the Board shall be the Directors of the Company within the meaning of the Act. No Director shall receive any remuneration for his services in discharging his duties as an Officer or as a member of the Board but may be paid reasonable travel and out-of-pocket expenses incurred in the business of the Club subject to approval of the Board.

Termination of Office

38. Any Director shall cease to be a Director or hold any office

- (a) on signifying his resignation in writing to the Secretary
- (b) on his death or bankruptcy
- (c) on ceasing to be an Ordinary member, Family Member or Honorary Life Member
- (d) on failing to attend six consecutive meetings of the Board without leave of the Board.

Contracting

39. Subject to provisions of these Articles

39.1 No Member of the Board shall be disqualified by his office from contracting with the Club either as a vendor purchaser or otherwise nor shall any such contract or arrangement entered into by or on behalf of the Club in which any Director shall in any way be interested be avoided nor shall any such Director so contracting or being so interested be liable to account to the Club for any profit realised by any such contract or arrangement by reason of such Director holding office or of the fiduciary relation thereby established.

39.2 Any Director having any such interest must disclose the nature of the interest at the meeting of the Board or of any committee at which the contract or arrangement is agreed if his interest then exists or in any other case at the first such meeting after the acquisition of his interest.

Conflict of Interest

40. No Director shall vote in respect of any contract or arrangement in which he is so interested as aforesaid and if he do so vote his vote shall not be counted. This prohibition shall not apply to any contract by or on behalf of

the Club to give to the Board or any member thereof any security for advances or by way of an indemnity or to a settlement or set-off of cross-claims. This prohibition may be suspended or relaxed at any time or to any extent by resolution of a General Meeting.

Officers

41. The Board shall consist of Officers appointed in accordance with the provisions herein together with a minimum of one and a maximum of three members elected in accordance with the provisions herein and not more than three members co-opted in accordance with the provisions herein. No person shall be appointed or elected to the Board who is not an Ordinary Member, Family Member or Honorary Life Member.

41.1 The Officers of the Club shall be the Commodore, Vice Commodore, Rear Commodore (Sail), Rear Commodore (Power), Immediate Past Commodore, Secretary and Treasurer. The number of the Officers may be varied by a majority decision of the Officers of the Club. Any such change must be ratified at the next Annual General Meeting by a majority vote of the members present and entitled to vote.

41.2 All Officers of the Club shall be elected at an Annual General Meeting to hold office until the next Annual General Meeting but no Officer of the Club shall be eligible to serve more than three consecutive terms in Office in the same position.

41.3 The Board shall nominate candidates for election as Officers of the Club at least forty two days before the Annual General Meeting and no other candidates shall be eligible unless a nomination in writing signed by the candidate and not less than thirty supporters who are themselves Ordinary Members, Family Members or Honorary Life Members is received by the Secretary not less than thirty days before the Annual general Meeting. Any such nomination shall be posted up by the Secretary in a public room of the Club.

41.4 If any office shall fall vacant during the year the Board may elect one of their number to act in that office until the next Annual General meeting and the Officer of the Club so elected shall be described as "Acting".

41.5 The Board may nominate candidates for election at the Annual General Meeting as Honorary Officers such as President, Vice Presidents and others as it may think fit but such Honorary Officers shall not thereby become members of the Board.

Directors

42. The conditions of service for Directors of the Club shall be as follows

42.1 The Annual General meeting shall elect Directors to the Board to fill any vacancies and those elected may hold office for three years subject to any other relevant Articles

42.2 Any Ordinary Member, Family Member or Honorary Life Member shall be eligible for election at an Annual General meeting so long as a nomination in writing signed by the candidate and by two supporters who are themselves Ordinary Members, Family Member or Honorary Life Members is received by the Secretary not less than thirty days before the Annual General Meeting. Any such nomination shall be posted up by the Secretary in a public place in the Club

42.3 If for any reason an elected Director ceases to hold office during the year the Board may appoint any Ordinary Member, Family Member or Honorary Life Member to fill that vacancy until the next Annual General Meeting

42.4 Any retiring member of the Board is eligible for re-election in another capacity in accordance with these Articles

42.5 Any serving Director who has served for less than three years and has been nominated by the Board for election as an Officer but fails to be elected at the Annual General Meeting may continue to serve as a Director for the remainder of his term.

43. At any time during the year the Board may co-opt by a vote of two thirds of those present additional Directors subject to the number so co-opted not exceeding three. Such Directors shall hold office only until the next Annual General Meeting.

Proceedings of the Board

Procedures

44. The Board may regulate its meetings and its procedures as it thinks fit subject to the provisions of these Articles and in particular to the following

44.1 Except where a qualified majority is specified in these Articles or a ballot is required all questions arising at any meeting of the Board shall be determined by a simple majority of those present and voting and in the case of an equality of votes the Chairman shall have a second or casting vote.

44.2 Unless and until otherwise resolved by the Board the quorum necessary for the transaction of the business of the Board shall be five always including a Flag Officer.

44.3 The Secretary shall if so required by two Directors summon a meeting of the Board.

44.4 The continuing Directors may act notwithstanding any vacancies on the Board.

Chairmanship

45. The Commodore of the Club shall act as Chairman of the Board and the Vice-Commodore as Vice-Chairman but should either be unable or unwilling so to act the Board may appoint another Director as Chairman. Should the Chairman not be present at a Meeting within five minutes of the time appointed for the opening of that Meeting those present may appoint one of their number to act as Chairman of that Meeting.

Committees

46. The Board may appoint committees consisting of such of its members as it thinks fit to undertake such tasks and to exercise such powers as the Board may delegate subject to the provisions of these Articles and to the following provisions

46.1 The Board shall nominate the Chairmen of such committees and may require the Chairmen so appointed to report on the activities of the committees at Board meetings.

46.2 The Officers of the Club shall be ex officio members of any committee of the Board

46.3 Such committees may co-opt any member of the Club to serve subject to the approval of the Board

46.4 Such committees shall at all times be subject to the authority and directions of the Board

46.5 Any Committee appointed by the Board shall cease on the date of the Annual General Meeting following the appointment

47. No act done by any Meeting of the Board or of any committee appointed by the Board or by any person acting as an Officer of the Club or as a Member of the Board or of any Committee shall become invalid by virtue of its being afterwards discovered that there was some defect in the appointment of any Member of such Board or Committee or any person acting as aforesaid or that any of them were disqualified

POWERS AND DUTIES OF THE BOARD

Management

48. The business of the Club shall be managed by the Board which may exercise all such powers of the Club as are not required by the Act or any Statutory modifications thereto or by these Articles to be exercised by the Club in General Meeting

Minutes

49. The Board shall cause Minutes to be made in books provided for that purpose for all General Meetings, Board Meetings and Committee Meetings showing:

- (a) the names of the Directors or Members present at each Meeting
- (b) all appointments of Officers, Directors or Committee Members of the Club
- (c) all resolutions and proceedings of such Meetings.

Any such Minute of any such Meeting if purporting to be signed by the Chairman of such Meeting or by the Chairman of the next succeeding Meeting shall be prima facie evidence of the matters stated in such Minutes.

Financial Control

50. All cheques promissory notes drafts bills of exchange and other negotiable instruments and all receipts for monies paid to the Club shall be signed drawn receipted endorsed or otherwise executed as the case may be in such manner as the Board shall from time to time determine.

51. The Board may from time to time at its discretion raise or borrow or secure the payment of any sum of money for the purposes of the Club in such manner and upon such terms and conditions in all respects as it thinks fit and in particular by the issue of Debentures or Debenture stock of the Club charged upon all or any part of the property of the Club (both present and future)

52. The Board shall cause a proper register to be kept in accordance with section 101 of the Act of all mortgages and charges specifically affecting the property of the Club and shall duly comply with the requirements of section 295 of the Act in regard to the registration of mortgages.

PROFITS AND DISSOLUTION

Profits

53. The Income and Property of the Club shall be applied solely towards promoting the Club's objects as set forth in this Memorandum and Articles of Association and no portion thereof shall be paid or transferred, directly or indirectly, to the Members of the Club.

Dissolution

54. In the event of dissolution of the Club, any assets remaining after the satisfaction of all debts and liabilities shall not be paid to or distributed among members of the Club, but shall be given or transferred to one or more of the following approved sporting or charitable bodies:

- (a) A registered charitable organisation(s).
- (b) Another club which is a registered Community Amateur Sports Club.
- (c) The Royal Yachting Association for use by them for related community sports.

ACCOUNTS

55. The Board shall cause true accounts to be kept of all monies received and expended by the Club and the Matters in respect of which receipt and expenditure takes place and of the assets and liabilities of the Club.

56. The books of account shall be kept at such place as may be determined at time to time by the Board or by resolution of General Meeting and shall always be open to inspection by any Member of the Board.

57. Members of the Club shall have no rights of inspection of the books of account except as conferred by statute or as determined by the Board or by resolution of a General meeting.

58. At every Annual General Meeting the Board shall present a profit and loss account for the preceding year together with a balance sheet of the Club's assets and liabilities and a report of the state of affairs of the Club and copies of these documents shall be posted up in a public room of the Club not less than ten days before the Meeting.

AUDIT

59. Auditors shall be appointed and their duties regulated in accordance with the Act or any statutory modification thereof for the time being in force and for this purpose the said provisions shall have effect as if the word "Member" were substituted for the word "Shareholder".

BYE-LAWS

60. The Board may make alter or repeal such bye-laws as it may deem necessary or convenient for the proper management of the Club and in particular but not exclusively it may by such bye-law regulate

- (a) the times of opening and closing any parts of the premises of the Club
- (b) the terms as to subscriptions joining fees and other payments or otherwise from Members for participation in the benefit of any of the privileges of the Club and the use or supply to any Member of any of the property of the Club
- (c) the admission of visitors to the premises and privileges of the Club
- (d) the rules to be observed by Members or visitors on the Club premises
- (e) the prohibition or permission of particular games on the Club premises
- (f) the conduct of Members of the Club in relation to one another and to employees of the Club.
- (g) the setting aside of any part of the Club premises for particular purposes
- (h) the imposition of penalties for the breach of any bye-law or any of these Articles
- (i) generally all such matters as are commonly the subject of Club rules

61. All bye-laws shall have regard to the provisions of Article 2 and no bye-law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association and any bye-law may at any time be repealed by resolution of a General Meeting but such repeal shall not be retrospective.

62. All bye-laws made hereunder shall while they are in force be binding upon all Members of the Club and the Board shall adopt such means as it deems sufficient to bring to the notice of the Members of the Club all such bye-laws and all amendments and repeals thereof.

63. The Secretary shall keep a book containing the bye-laws for the time being in force signed by him and shall verify by his signature any alteration from time to time made therein and record the date of the Meeting at which the alteration was made and such book shall be prima facie evidence of the bye-laws.

NOTICES

64. Any notice to be given to any Member pursuant to these Articles or by the Act or by any bye-law may be served on a Corporate Member to that Member's registered office, or in every other case by the Secretary personally, or by sending it to such Member's address in the United Kingdom as supplied to the Club by the Member from time to time or if no such address is available by posting the notice in a public room of the Club.

65. No member shall be entitled to have notices or other communications from the Secretary sent to an address outside the United Kingdom.

66. Where a notice sent to a Member by post it shall be conclusively deemed to be served by properly addressing prepaying and posting a letter containing the notice and to have been effected three days later in the case of first class post or seven days later in the case of second class post.