

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION OF**

**THE ARUN YACHT CLUB LIMITED**

1. The name of the Company is “THE ARUN YACHT CLUB LIMITED” hereinafter referred to in these Rules as the Club
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Club is established are as follows :-
  - (a) To promote, encourage and facilitate the sport of sailing and other recreational watersport activities in Littlehampton Harbour, surrounding waters and elsewhere and also to provide social and other facilities for members as may be from time to time determined.
  - (b) To promote a programme of cruiser and dinghy racing, cruising and other activities, and to provide RYA approved training courses, both shore based and on the water.
  - (c) To uphold the terms of the lease or leases held by or on behalf of the Club for its Clubhouse, moorings, dinghy park, car park and premises at Riverside West, Littlehampton, West Sussex, and to maintain such premises as a Clubhouse and facilities for the use of Members of the Club.
  - (d) To acquire by purchase, lease or otherwise any other lands, buildings tenements or property situate contiguous or near to the Clubhouse and premises of the Club and such as may be deemed by the Club likely to advance or benefit either directly or indirectly the interest of the Club.
  - (e) To manage, improve and maintain all or any part of the lands, buildings, tenements and property of the Club, and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, for such consideration as the Club may think fit, and, in particular, for shares, debentures or securities of any company purchasing the same.

- (f) To purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of boats, pontoons, jetties, motor cars, furniture, plate, linen, glass, books, papers, periodicals, stationery, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the Clubhouse and other premises or activities of the Club by persons frequenting the same whether members of the Club or not.
- (g) To buy, prepare, make, supply, sell and deal in all kinds of apparatus used in connection with the sport of sailing and other recreational watersport activities and all kinds of liquors, provisions and refreshments required or used by the Members of the Club or other persons frequenting the Clubhouse or premises of the Club.
- (h) To hire and employ all classes of persons considered necessary for the purposes of the Club and to pay to them and to other persons in return for services rendered to the Club salaries, wages, gratuities and pensions.
- (i) To promote and hold, either alone, or jointly with any other association, club or persons, meetings regattas and matches for the sport of sailing and other recreational watersport activities and to offer, give or contribute towards prizes, medals and awards therefore, and to promote, give or support dinners, balls, lectures and other entertainments.
- (j) 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 Club or the establishment or promotion of which may be beneficial to the Club.
- (k) To support and subscribe to any charitable or public body and any institution, society or club which may be for the benefit of the Club or its employees; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served the Club or to the wife, widow, children or other relatives of such persons; and to make payments towards insurance; and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Club .
- (l) To invest and deal with the monies of the Club not immediately required upon such securities and in such manner as may from time to time be determined.
- (m) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory note or other obligations or securities of the Club, or by mortgage or charge upon all or any part of the property of the Club or by bank borrowing secured or otherwise.
- (n) To act as Trustee for the members of the Club and as such Trustee to receive and hold money in trust for them and therewith to purchase, hold in trust for and supply to the Members of the Club intoxicating liquors, tobacco and other things.
- (o) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

**PROVIDED ALWAYS AND IT IS HEREBY DECLARED** the income and property of the Club shall be applied solely towards the objects of the Club as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly to a Member by way of dividend, bonus or otherwise, howsoever by way of profit to the Members of the Club.

4. The liability of Members is limited.

5. Every Member of the Club undertakes to contribute to the assets of the Club in the event of its being wound up whilst he is a Member or within one year afterwards for the payment of the debts and liabilities of the Club contracted before he ceases to be a Member, and costs, charges and expenses of winding up and for the adjustment of the rights of the contributors amongst themselves, such amount as may be required, not exceeding £1.
6. If, upon the winding up of the Club, there remains any property whatsoever after satisfaction of the debts and liabilities, such property shall not be paid to or distributed amongst the Members, but shall be transferred to one or more of the following organisations to be determined by Special Resolution of the Members:
  - (a) To another Club with similar sporting purposes which is a registered charity and/or
  - (b) To another Club with similar sporting purposes which is a registered Community Amateur Sports Club and/or
  - (c) To the Club's national governing body for use by them for related community sports

**WE**, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

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Names, addresses and descriptions of Subscribers

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A.P.M. Hewson  
Old Hall Cottage, The Street, Walberton, West Sussex  
Company Director

W.J. Matthew  
Florence Villa, Hangleton Lane, Ferring, West Sussex  
Company Director

A.F. Turner  
17 Longlands, Worthing, West Sussex  
Industrial Chemist

T.S. Cooper  
Hedge End, Hurst Road, East Preston, Littlehampton, West Sussex  
Retired Naval Officer

D. Davies  
95 Barnham Road, Barnham, West Sussex  
Shop Keeper

M.J. Adams  
4 Beechrow, Ham Common, Richmond, Surrey  
Sales Manager

Ann Turner  
17 Longlands, Worthing, West Sussex  
Housewife

M. Bannister  
76 Golden Avenue, East Preston, West Sussex  
Builder

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Dated this 13th day of February 1981

Witness to the above Signatures :-

Brian J. Bird  
Solicitor  
12 North Pallant  
Chichester

Amended pursuant to Special Resolution passed.....2005

**THE COMPANIES ACT 2006**

**COMPANY LIMITED BY GUARANTEE AND**

**NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION OF**

**THE ARUN YACHT CLUB LIMITED**

1. In these Articles of Association :-
  - (a) “The Club” shall mean The Arun Yacht Club Limited.
  - (b) “The Rules” shall mean these Articles of Association.
  - (c) Words importing the masculine gender only shall include the feminine gender.
2. (a) The burgee of the Club shall consist of a black diamond on a gold background.
  - (b) The Members’ Flag shall consist of a blue rectangular flag with a circular gold centre on which is superimposed a black diamond. Such flag may be flown at the cross-trees of a Member’s yacht when that yacht is flying the burgee of a senior club.

**MEMBERSHIP**

3. There shall be the following categories of membership with the power to vote at all meetings of the Club as indicated hereunder.
  - (a) “Ordinary Member” means any member who attained the age of 18 before the 1st January in any year and who is not a Temporary Member, an Honorary Member, a Cadet Member, a Winter Member, an Associate Member or a Corporate Member. All Ordinary Members shall have one vote save on the election of the Cadet Captain.
  - (b) Joint Members” means any two members who are married, in a civil partnership or who have been cohabiting in a relationship at the same address for a minimum of six months
  - (c) “Student Member” means any member who attained the age of 18 but not the age of 25 before the 1st January in any year, provided that he is in full time education, is studying for a professional qualification or can demonstrate that he is undertaking some recognised training.
  - (d) “Cadet Member” means any member who attained the age of 7 but not the age of 18 before the 1st January in any year. Cadet Members shall have no vote, save on the election of the Cadet Captain.

- (e) “Life Member” means any person or group of persons to whom the Management Committee as it may in its absolute discretion think fit from time to time offer Life Membership of the Club upon such terms and conditions as the Management Committee shall determine, but in any case any member attaining the age of 60 years before the 1st January in any year, and who has had 25 years continuous membership will be granted Life Membership without further payment of subscription.
  - (f) “Honorary Member” means any person elected as an Honorary Member of the Club by the Management Committee for such period as it shall think fit. Honorary Members shall have no vote.
  - (g) “Temporary Member” means a member proposed as a Temporary Member in writing by a member of the Club, such proposal being countersigned by any two members of the Management Committee and then posted on the Club Notice Board for a period of 48 hours, at the expiry of which period the candidate shall be deemed to be a member of the Club for such period as the Management Committee may in its discretion determine. Temporary Members shall have no vote.
  - (h) “Country Member” means any member who attained the age of 18 years before the 1st January in any year and is not normally resident for a period of at least 6 months in any year within the area bounded by a 50 mile radius from the Club.
  - (i) “Winter Member” means any member joining the Club for a period from 1st October in any year to 31st March in the next succeeding year. Winter Members shall have no vote.
  - (j) “Associate Member” means the individually named member or members of any Club, Association or similar body which may apply to use the Club for the purposes of meetings and the like. Associate Members shall have no vote.
  - (k) “Corporate Member” means the individually named member or members of a Company, Firm or similar organisation, which may apply and be accepted for group membership of the Club. Corporate Members shall have no vote.
4. No member except an Honorary or Temporary Member may use the Club premises, or any of the facilities of the Club, as of right until the date of posting of notice of election. Candidates for membership shall have no privileges whatsoever as of right in relation to the use of the club premises pending their formal election and payment of their subscription and other dues.
5. Employees and former employees of the Club, holders of a concession, or employees of said concessionaire may not apply for membership until a minimum period of six months has elapsed from the date of the cessation of their employment or the termination of the concession. This restriction may be waived at the sole discretion of the Management Committee.
6. The number of members with which the Club proposes to be registered is unlimited.
7. (a) Any individual whether the owner of a yacht or a boat or not, but who is interested in sailing or other recreational watersport activities, is eligible to apply for membership unless he has previously been expelled from membership, or he has been expelled from another RYA affiliated club.

- (b) Every member shall furnish the Secretary with an up-to-date address which shall be recorded in the Register of Members and any notice sent by post in a first class prepaid letter addressed to such member at such address shall be deemed to have been served on the second post delivery day next following but excluding the date on which it was posted. Members will also be invited to furnish the Secretary with an email address which, if provided, will also be recorded on the Register of Members. Such members shall be deemed to agree to accept service by email to such address unless and until they notify the Secretary in writing that service by email to that address is no longer agreed. Service by email shall be deemed to be effected at the time of email transmission. It is the onus of each member to keep the Register up to date.
  - (c) Save in the event of emergencies and as may be required by law, no member's personal data shall be passed to a non-member or any other third party without the consent of the member concerned.
- 8.
- (a) Subject to sub-clause (b) below every individual who desires to become a member shall be proposed by one and seconded by another Ordinary Member of the Club to both of whom the applicant must be personally known. The application of every such applicant shall be in writing in the form prescribed by the Management Committee and signed by the Applicant, Proposer and Secunder. The said proposal form shall be affixed to the Club notice board for two weeks, during which time members having an objection to the proposed member shall notify the Secretary in writing of their objections. The proposal shall be laid before the Management Committee which is the body empowered to elect new members.
  - (b) When an applicant for membership is unacquainted with any two members, such applicant shall lodge his application with the Secretary who shall bring forward the application for consideration by the next meeting of the Management Committee to be held after the proposal form shall have been affixed to the Club notice board for two weeks.
  - (c) The Secretary shall send to each newly elected member immediately on election written notice thereof together with a note of subscription and entry fee due and upon receipt of that payment within the period specified in sub-clause (f) below shall send a copy of the Memorandum and Articles of Association.
  - (d) The Management Committee shall have power without the need to disclose any reason to reject or place on a waiting list any applicant, and the decision of the Management Committee shall be final.
  - (e) The Management Committee may at its discretion, direct the Secretary to authorise an applicant to use the Club as a Temporary Member pending election.
  - (f) Upon election, an applicant shall pay, within one calendar month, such subscription, entrance and other fees as shall be requested. In default of such payment, the election shall be void unless sufficient cause for delay be shown to the satisfaction of the Management Committee.
9. The Management Committee may, at their entire discretion, elect Honorary Members.

## **CONDUCT OF MEMBERS**

10. (a) Every member, upon election and thereafter, is deemed to have notice of, and impliedly undertakes to comply with, the current Rules, Bylaws and other Policies promulgated by the Management Committee. Any refusal or neglect to do so, or any conduct which, in the opinion of the Management Committee, is either unworthy of a member or otherwise injurious to the interests of the Club, shall render a member liable to suspension or expulsion by a resolution of the Management Committee.
  - (b) The Management Committee shall have the power to suspend a member for a maximum period of six months if, in their opinion, the continued use of the Club by the member for such period is considered inappropriate, or to expel a member.
  - (c) Before suspending or expelling a member, the Management Committee shall provide the member with written notice of the charges against him and of the prospect of suspension or expulsion, and shall invite such member either to appear before the Management Committee to reply to the charges, or to resign. The member shall be given not less than twenty one days prior notice of such meeting.
  - (d) The Management Committee shall have the power to summarily suspend a member for a maximum period of 28 days pending a suspension or expulsion hearing if, in their opinion, the continued use of the Club by the member pending such hearing is considered inappropriate. The decision of the Management Committee shall be final on this matter.
  - (e) The Management Committee shall have the power to re-instate a suspended or expelled member at any time on such terms as it may in its absolute discretion decide and notify in writing to the suspended or expelled member.
11. (a) Any Ordinary Member may introduce as his guest any individual, provided that such visitor has not previously been refused membership, is not currently suspended or has not previously been expelled from the Club, and that the Member so introducing enters the name and address of the guest in a book kept for such purposes and countersigns the same. No individual may be introduced as a guest on more than three days in any 26 consecutive weeks, nor may any member introduce more than two visitors in any one week. Members shall be responsible for the conduct of their guests.
  - (b) A member of any club affiliated to the Royal Yachting Association (a list whereof is published by the said Association) may be authorised to use the premises of the Club by any member of the Management Committee. Such authorisation shall specify between which dates (not being more than fourteen days apart) the said person may use the premises.
  - (c) Any person who is a competitor or crew member in any race, or is taking part in any training course, sponsored by or on behalf of the Club is entitled to use of the Club premises within a period of 24 hours before and after the day(s) of the event in which they are taking part.
  - (d) The Secretary or any other person who has received the authority of two members of the Management Committee, may withdraw from any person, temporarily or permanently the right to the use of the Club premises afforded under Rules 11(b) or 11(c).

## **LIMITATION OF CLUB LIABILITY**

12 Members, their guests and visitors are bound by the following Rule which shall be exhibited in a prominent place within the Club premises:-

Members of the Club, their guests or visitors may use the Club premises, and any other facilities of the Club, entirely at their own risk and impliedly accept:-

- (a) The Club will not accept any liability for any damage to or loss of property belonging to members, their guests or visitors to the Club.
- (b) Save and then only to the extent that by law it may not be permitted to do so the Club does not accept any liability for death or personal injury arising out of the use of the Club premises or other facilities whether suffered or sustained by a member guest or visitor and howsoever arising and by whomsoever caused.
- (c) Membership of the Club and acceptance of these Rules by the member will be deemed to constitute consent to the holding of relevant personal data for the purposes of the Data Protection legislation from time to time in force in the United Kingdom.

## **ENTRANCE FEE AND SUBSCRIPTIONS**

13. The Management Committee shall have power to institute and/or waive an entrance fee at any time.

14. (a) Subject to sub-paragraph (b) below, the annual subscription payable on election and thereafter on the 1st January in each year shall be

- (i) the subscription payable for the previous year increased by the Retail Prices Index (all items) for the month of August, rounded to the nearest £1, or
- (ii) of such an amount as shall be prescribed by the members in Annual General Meeting.

A list of such subscriptions shall be posted on the Club's Notice Board by the Secretary within one week of the Annual General Meeting.

(b) Subscriptions payable by Associate Members or Corporate Members shall be determined solely at the discretion of the Management Committee and shall be reviewed annually.

(c) The Cruiser Mooring and Dinghy Pen fees payable upon allocation and thereafter on the 1st January in each year, shall be

- (i) the Cruiser Mooring and/or Dinghy Pen fee payable for the previous year increased by the Retail Prices Index (all items) for the month of August, rounded to the nearest £1, or
- (ii) of such an amount as shall be prescribed by the Members in Annual General Meeting.

A list of such Cruiser Mooring and Dinghy Pen fees shall be posted on the Club's Notice Board by the Secretary within one week of the Annual General Meeting.

- (d) The Management Committee shall have power to amend or apportion the annual cruiser mooring or dinghy pen fees at its absolute discretion in order to accommodate applications for such cruiser moorings or dinghy pen spaces for part only of a year.
15. A new Member joining after 31st January in any year shall be entitled to a discount of one-twelfth of the annual subscription for each complete month that has elapsed from the 1st January to the time that the new Member submits their application form. Such a discount shall only be available on the first occasion that the new Member joins the Club, unless prior consent is obtained in writing from the Management Committee.
16. All subscriptions must be paid by the 1st February in each year. Cruiser mooring berth holders and dinghy pen occupants shall be deemed to have relinquished their berth/pen allocation and will be automatically placed at the bottom of the respective waiting list if their dues are not received by the Secretary by the 1st February in each year. No member will be allowed to take part in any of the Club's races or other activities after 1<sup>st</sup> February in any year until his or her appropriate subscription has been paid in full. Any member whose subscription remains unpaid on the 1st February shall be deemed to have resigned and his or her name shall be posted on the Club Notice Board, provided that no member shall be deemed to have resigned under this Rule unless he has been given fourteen days notice in writing.

## **OFFICERS**

17. The Officers of the Club shall, with the exception of the Cadet Captain, be Ordinary Members of the Club and shall consist of a Commodore, a Vice Commodore, a Rear Commodore, an Honorary Treasurer, an Honorary Racing Secretary, an Honorary Cruising Secretary and a Cadet Captain.

## **COMPOSITION AND POWERS OF THE MANAGEMENT COMMITTEE**

18. (a) The Management Committee shall consist of the Commodore, the Vice Commodore, the Rear Commodore, the Honorary Treasurer and four other Ordinary Members of the Club elected in General Meeting. The members of the Management Committee shall be the directors of the Club for all purposes of the Companies Acts.
- (b) If, for any reason, a vacancy shall occur on the Management Committee, the Committee may co-opt an Ordinary Member to fill such vacancy until the next following Annual General Meeting.
- (c) The Management Committee may make, amend or repeal Bylaws and/or other Policies regulating the use of the Club premises, boats and equipment and all matters connected with or ancillary to the Club's activities, provided that such Bylaws and/or Policies are not inconsistent with the Rules of the Club. All members shall be bound by such Bylaws and/or Policies. The decision of the Management Committee shall be final in all disputes.
- (d) The Management Committee may define the duties of the Officers who shall in all respects be subject to the control of the Management Committee.
- (e) The Management Committee shall meet at such times (not being less than eight times between each Annual General Meeting) and in such places as it shall determine.
- (f) Five members personally present shall form a quorum at a meeting of the Management Committee.

- (g) The Chairman at meetings of the Management Committee shall be the Commodore, or, in his absence, the Vice Commodore. If at any meeting neither the Commodore nor the Vice Commodore shall be present at the end of ten minutes after the time appointed for the meeting, those members present may elect one of their number to be Chairman of the meeting.
- (h) Voting (except in the case of a resolution relating to the suspension or expulsion of a member which shall be by secret ballot) shall be by a show of hands unless a poll has been validly requested. A decision of the Management Committee shall be taken by a simple majority of votes cast by those members present and entitled to vote. In the case of equality of votes the Commodore or Chairman (as the case may be) shall have a second and casting vote.
- (i) The Management Committee shall appoint Sub-Committees for controlling the activities of the Club. Such Sub-Committees shall conform to any regulations that may be imposed on them by the Management Committee and shall in all respects be answerable to the Management Committee. Specifically the Management Committee shall determine the membership of such Sub-Committees and appoint
  - (i) A Finance Sub-Committee of which the Honorary Treasurer shall normally be the chairman but, failing which, he shall be a member of the Sub-Committee, and
  - (ii) A Sailing Sub-Committee of which a member of the Management Committee shall normally be the chairman but, failing which, at least one member of the Management Committee shall be a member of the Sub-Committee.
- (j) A resolution in writing signed by a majority of the members for the time being of the Management Committee shall be as valid and effectual as if it had been passed at a meeting of the Management Committee duly convened and held, except in the case of a resolution relating to the suspension or expulsion of a member (other than a temporary suspension in accordance with Rule 10 (d)), for which a meeting of the Management Committee must be held.
- (k) The Management Committee shall have power at its discretion to invite a person or persons to become President or Vice President of the Club.
- (l) The purchase for the Club of excisable goods and the supply of same upon Club premises shall be exclusively and solely under the control of the Management Committee, or of a special Sub-Committee appointed by the Management Committee.
- (m) Subject to the requirements of the licensing authorities, the Management Committee shall cause the Club bar to be opened at convenient times (and such times shall be prominently exhibited in the Club premises) for the sale of excisable goods to persons who are entitled to the use of the premises of the Club in pursuance of these Rules PROVIDED THAT visitors' names and addresses and the name of their introducer shall have been entered in the Visitors Book upon entry to the Club premises.
- (n) No person shall take a commission, percentage or other such payment in connection with the purchase of excisable goods for the Club. Any profit deriving from the sale of such goods shall (after deduction of the costs of providing such goods for the benefit of the Club) be applied to the provision of additional amenities or the purchase of property to be held in trust for the benefit of the Club.

## **NOMINATION AND ELECTION OF OFFICERS AND MANAGEMENT COMMITTEE MEMBERS AND OTHER MATTERS RELATING TO THE ANNUAL GENERAL MEETING**

19. (a) The Officers shall be elected at the Annual General Meeting each year to hold office until the termination of the next following Annual General Meeting, when they shall retire. All Officers of the Club shall be eligible for re-election.
- (b) At the Annual General Meeting each year, two of the four Ordinary Members on the Management Committee shall retire in order of election or seniority. In the case of equal seniority the order of retirement shall, failing agreement between the members concerned, be determined by lot. Members retiring under this Rule shall be eligible for re-election to the Management Committee for a second two year term but not thereafter until the Annual General Meeting next following the meeting at which they retire unless they are elected as an Officer of the Club.
- (c) Not less than eight weeks before the date fixed for the Annual General Meeting the Secretary shall send to each Ordinary and Cadet Member of the Club a notice stating the date fixed for the Annual General Meeting and inviting nominations for election as Officers and to membership of the Management Committee. Candidates for election as Officers and to the Management Committee shall be those Officers and retiring Members who are eligible to offer themselves for re-election and do so and such other Ordinary Members whose nominations (duly proposed and seconded by Ordinary Members of the Club) with their consent shall have been received by the Secretary at least thirty five days before the date of the Annual General Meeting in each year. Identical provisions shall relate to the nomination and election of a Cadet Captain save that the candidate, proposer and seconder must be eligible to be a Cadet Member on 1<sup>st</sup> January immediately succeeding the date of the Annual General Meeting. Such nominations, bearing the candidates signature, together with the names of the Proposer and Seconder shall be posted in the club premises at least fourteen days before the Annual General Meeting.
- (d) Not less than 21 days before the date fixed for the Annual General Meeting the Secretary shall send to each member of the Club a list showing the nominations received in respect of each of the Officers and members of the Management Committee and the names of the respective proposers and seconders, together with a copy of the accounts for the financial year ended the 31st day of August preceding the Annual General Meeting, a budget of income and expenditure for the ensuing financial year, the recommendations of the Management Committee for subscriptions, cruiser mooring and dinghy pen fees for the year commencing 1st January next and a proxy notice relating to matters to be determined at the Annual General Meeting. Any member unable to attend the Annual General Meeting may record his votes by completing and signing the proxy notice and passing it to his appointee or returning it to the Secretary, not less than 48 hours before the Annual General Meeting. A member thus voting shall not be entitled to vote in person at the Annual General Meeting and the votes thus recorded will be taken into account at the ballot, which shall be held at the Annual General Meeting. A decision of the members at the Annual General Meeting, other than in relation to any Special Resolution, shall be taken by a simple majority of votes cast. In the event of an equality of votes, the Chairman shall have a second and casting vote, save for the election of any Officer or member of the Management Committee, in which event the candidates with equal votes shall draw lots to decide the election.
- (e) A notice stating the names of the current Officers and members of the Management Committee shall at all times be posted on the Club Notice Board.

## **MANAGEMENT OF THE CLUB**

20. (a) The Management Committee shall manage the affairs of the Club according to the Rules and shall cause the funds of the Club to be applied solely to the objects of the Club or for an approved sporting or charitable purpose nominated by General Meeting.
- (b) It shall be the responsibility of the Honorary Treasurer to keep or to supervise the keeping of a complete and accurate account of the Club's finances, including proper accounts of all purchases and receipts, which shall be presented at the Annual General Meeting each year, and such information as the Auditors may require shall be furnished to enable any statutory return or statement and the payment of excise or other duty or tax to be made. A copy of the audited Statement of Accounts shall be posted on the Club notice board not less than 7 days prior to the Annual General Meeting.
- (c) A Secretary or Honorary Secretary, and such other employees as may be deemed to be appropriate, may be appointed by the Management Committee which shall be entitled to pay such remuneration as they think fit.
21. If at any time the Club in General Meeting shall pass a resolution authorising the Management Committee to borrow money the Management Committee shall thereupon be empowered to borrow for the purposes of the Club such amount of money either at one time or from time to time and at such rate of interest and in such form and manner and upon such security as shall be specified in such resolution and thereupon the Management Committee may make all such dispositions of the Club property or any part thereof and enter into such agreements in relation thereto as the Management Committee shall deem proper for giving security for such loans and interest.

## **AUDITOR**

22. An auditor or auditors shall be appointed, and their duties regulated, in accordance with the Companies Acts.

## **MEETINGS**

23. (a) The Club shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meeting in that year and shall specify the meeting as such in the notices calling it; not more than 15 months shall elapse between the date of one Annual General Meeting and that of the next. The Secretary shall at least twenty one days before the date of such meeting or of any General Meeting as hereinafter mentioned give to each member notice thereof and of the business to be brought forward thereat.
- (b) All General Meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

- (c) The business of the Annual General Meeting shall be to consider the Report of the Management Committee and the Honorary Treasurer, together with an audited Statement of Accounts for the financial year ended the 31st day of August preceding the Annual General Meeting, the budget for the ensuing year, the recommendations of the Management Committee for subscriptions, cruiser mooring and dinghy pen fees for the year commencing 1st January next, nominations for the election of Officers of the Club and members of the Management Committee, resolutions for the addition to or amendment of the Club Rules or any other business which the retiring Management Committee shall bring forward for consideration or, at the discretion of the Chairman, of which notice in writing shall have been given to the Secretary not less than thirty five days before the date fixed for the Annual General Meeting.
- (d) The Management Committee may, at any time, and shall on the written requisition by any 25 Ordinary Members stating the business for which it is required, convene an Extraordinary General Meeting for any specified purpose. In the event of a requisition being received from any 25 such members, such meeting shall be held within forty two days of the receipt of such requisition.
- (e) The calling and voting at any Extraordinary General Meeting shall, with any necessary changes, adopt the procedures contained within Rule 19 (d) above.
- (f) The Chairman of all General Meetings shall be the President or, in his absence, a Vice President or, in the absence of either, the Senior Flag Officer present.

## **VOTING**

- 24. (a) All Ordinary Members are entitled to vote at a General Meeting save on the election of the Cadet Captain. Cadet Members are not entitled to vote save on the election of the Cadet Captain.
- (b) All members elected or nominated to a Committee may vote in that Committee.
- (c) Every entitled member shall have one vote at a General Meeting and in the case of an equality of votes the Chairman shall have a second or casting vote.
- (d) Twenty five members entitled to vote and personally present or voting by proxy shall form a quorum at any General Meeting of the Club.
- (e) Voting, except upon the election of Officers and members of the Management Committee, which shall be by poll, shall be by a show of hands unless a poll of those present is demanded by a decision of the directors, by the chairman or by 10 members. If a poll is demanded it shall take place immediately and the poll declared by the Chairman shall be deemed to be the resolution of the Meeting at which the poll is demanded.
- (f) At any General Meeting a declaration by the Chairman that a resolution has been carried by a particular majority, or lost, or not carried by a particular majority, shall be conclusive.

## **THE SEAL**

- 25. The Management Committee shall provide for the safe custody of the Seal, which shall only be used by the authority of the Management Committee and every instrument to which the Seal shall be affixed shall be signed by an Officer of the Club and countersigned by the Secretary or by a second Officer and record of each such instrument shall be maintained by the Secretary.

## **AMENDMENT**

26. On any Special Resolution properly put to a General Meeting of the Club relating to the creation, repeal or amendment of any Rule of the Club, such Rule shall not be created, repealed or amended except by a majority vote of at least three quarters of members entitled to vote and personally present or voting by proxy.

## **GENERAL**

27. (a) No member shall carry on any business within the Club except when of benefit to the Club and with the prior written consent of the Management Committee.
- (b) No political matters shall be raised or discussed at any Committee Meeting or at any General Meeting.
- (c) Any case occurring but not provided for by these Rules or subordinate Bylaws or Policies shall be referred to the Management Committee, whose decision shall be final.

## **INDEMNITIES**

- 28 To the extent permitted by law, every Director or other Officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in relation thereto, including any liability incurred by him in defending any proceedings either civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any relief granted to him by the Court and no Director or other Officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto.