

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY GUARANTEE**  
**ARTICLES OF ASSOCIATION OF**  
**BROMSGROVE BOATERS LIMITED (THE "CLUB")**

**PART 1: INTERPRETATION AND LIMITATION OF LIABILITY**

**1. DEFINED TERMS**

1.1. The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Club.

1.2. In these Articles, unless the context requires otherwise:

<b>Act</b>	means the Companies Act 2006;
<b>AGM</b>	means an annual general meeting of the Club;
<b>Articles</b>	means these articles of association, and <b>Article</b> refers to a particular provision in them;
<b>Boating</b>	means sporting, recreational and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means;
<b>Bye Laws</b>	means bye laws of the Club from time to time proposed by the directors and approved by the Members in accordance with Article 18.8.2;
<b>Club</b>	means the company regulated by these Articles;
<b>Club Member</b>	means every person who agreed to become a company member of the Club and whose name is entered in the Club's register of members, in accordance with section 112 of the Act, and <b>Club Membership</b> shall be interpreted accordingly;
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Club;
<b>Director</b>	means a director of the Club, and includes any person occupying the position of director, by whatever name called;

<b>electronic form</b>	has the meaning given in section 1168 of the Act;
<b>Honorary Member</b>	a Club Member who has been nominated by the directors and approved by the Club Members who shall pay no fee, and who therefore neither has voting rights at general meetings nor any other rights to which members of companies are entitled under the Articles or the Companies Acts, and <b>Honorary Membership</b> shall be interpreted accordingly;
<b>Member</b>	means all members of the Club, whether Club Members or Honorary Members, and <b>Membership</b> shall be interpreted accordingly;
<b>Officers</b>	has the meaning given in Article 7.1;
<b>ordinary resolution</b>	means a resolution passed by a simple majority of the Club Members;
<b>Reviewer</b>	means a person appointed by the Club Members to review the financial records of the Club;
<b>Secretary</b>	means the company secretary of the Club, if appointed;
<b>special resolution</b>	means a resolution of the Club Members passed by a not less than two thirds of Club Members;
<b>visitor</b>	means a person who is not a Member who attends an event organised by the Club and who becomes a non voting Member for the period of the event;
<b>writing</b>	means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.3. In these Articles, unless the context otherwise requires:

- 1.3.1. other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;
- 1.3.2. words in the singular shall include the plural and in the plural shall include the singular;  
and
- 1.3.3. a reference to one gender shall include a reference to the other genders.

1.4. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account

of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.7. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## **2. LIABILITY OF CLUB MEMBERS**

- 2.1. The liability of each Club Member is limited to £1, being the amount that each Club Member undertakes to contribute to the assets of the Club in the event of its being wound up while he is a Club Member or within one year after he ceases to be a Club Member, for:
  - 2.1.1. payment of the Club's debts and liabilities contracted before he ceases to be a Club Member;
  - 2.1.2. payment of the costs, charges and expenses of winding up; and
  - 2.1.3. adjustment of the rights of the contributories among themselves.

## **PART 2: OBJECTS & POWERS**

### **3. OBJECTS**

- 3.1. The Club is established for the following purposes:
  - 3.1.1. to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as Bromsgrove Boaters;
  - 3.1.2. to promote and facilitate offshore sailing opportunities for Club Members;
  - 3.1.3. to help Club Members develop sailing and related skills; and
  - 3.1.4. to provide social and other facilities for Club Members as may from time to time be determined by the directors.

### **4. POWERS**

- 4.1. In pursuance of the object set out in Article 3.1, the Club has the power to:
  - 4.1.1. establish, maintain and conduct a Boating club;
  - 4.1.2. provide advice or information;
  - 4.1.3. co-operate with other bodies;
  - 4.1.4. accept gifts and raise funds;
  - 4.1.5. borrow money;

- 4.1.6. give security for loans or other obligations;
- 4.1.7. acquire or hire assets of any kind;
- 4.1.8. let or dispose of assets of any kind;
- 4.1.9. set aside funds for special purposes or as reserves against future expenditure;
- 4.1.10. deposit or invest its funds in any manner;
- 4.1.11. delegate the management of investments to a financial expert;
- 4.1.12. insure the assets of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 4.1.13. employ paid or unpaid agents, staff or advisers;
- 4.1.14. enter into contracts to provide services to or on behalf of other bodies;
- 4.1.15. establish or acquire subsidiary companies; and
- 4.1.16. do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

## **5. CLUB ASSETS**

- 5.1. None of the assets of the Club will be used for the direct or indirect private benefit of any Member.
- 5.2. The directors shall hold Club assets on trust for the benefit of members of the Club.
- 5.3. Members will not knowingly remove, injure, destroy or damage any property of the Club and should a member damage or lose any Club property they will be asked to pay for the damage or loss caused.

## **PART 3: DIRECTORS**

### **6. DIRECTORS**

- 6.1. The directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club.
- 6.2. There shall be not more than nine directors and not less than four directors who are elected by the Club Members or co-opted by the directors in the event of there being a vacancy.
- 6.3. A director shall be appointed at an AGM and retiring directors and any Club Member who notifies the Secretary at least 28 days before the AGM can stand for appointment.
- 6.4. Candidates for appointment as a director may provide an election address of not more than 300 words and no later than 7 days before the AGM. These will be sent out by the Secretary to all Club Members not less than five days before the AGM.
- 6.5. If there are more candidates than vacancies then there will be a vote and the candidates with the most votes will be appointed as directors.

- 6.6. If there are as many candidates as vacancies or more vacancies than candidates, then each candidate will be appointed individually subject to them having the support of a simple majority of votes.
- 6.7. A director shall have responsibility for each of;
  - 6.7.1. training;
  - 6.7.2. safety;
  - 6.7.3. sailing events;
  - 6.7.4. social events.
- 6.8. A director's term of office automatically terminates if he or she:
  - 6.8.1. ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;
  - 6.8.2. is absent without permission from three consecutive meetings of the directors and is asked by a majority of the other directors to resign;
  - 6.8.3. is incapable, whether mentally or physically, of managing his/her own affairs;
  - 6.8.4. resigns by written notice to the directors but only if at least four directors will remain in office; or
  - 6.8.5. is removed by the Club Members.

## **7. OFFICERS & SECRETARY**

- 7.1. The officers of the Club are the Commodore, Vice-Commodore, Secretary and Treasurer (the Officers), all of whom must be Club Members and all of whom must be directors and must also meet any other conditions and comply with any duties and responsibilities set out in any Bye Laws.

## **8. DIRECTORS' PROCEEDINGS**

- 8.1. The directors must hold at least four meetings each year. Any items to be discussed must be notified to the Secretary at least 14 days before the meeting and the agenda shall be sent out by the Secretary to the directors at least 7 days before the meeting.
- 8.2. The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and, unless otherwise fixed, it is four.
- 8.3. A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants.
- 8.4. The Commodore or if the Commodore is unable or unwilling to do so, some other director chosen by the directors present presides at each meeting.
- 8.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the directors (other than any conflicted director who has

not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.

8.6. Every director has one vote on each issue and, in case of equality of votes, the chairman of the meeting has a second and casting vote.

8.7. A procedural defect of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

## **9. DIRECTORS' POWERS**

9.1. The directors may exercise any powers of the Club which are not reserved to the Club Members.

9.2. The directors may delegate any of their functions to committees consisting of two or more individuals appointed by them on such terms as they think fit. At least one member of every committee must be a director and all proceedings of committees must be reported promptly to the directors.

9.3. Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

## **10. DIRECTORS' REMUNERATION AND EXPENSES**

10.1. Directors may undertake any services for the Club that the directors decide. Directors are not to be remunerated for their services to the Club as directors but are entitled to such remuneration as the directors determine for any other service which they undertake for the Club.

10.2. The Club may pay any reasonable expenses which the directors properly incur in connection with the discharge of their responsibilities in relation to the Club.

## **11. CONFLICTS OF INTEREST**

11.1. The directors may, in accordance with the requirements set out in Article 11.2, authorise any situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club which would, if not authorised, involve a director breaching his duty under section 175 of the Act to avoid conflicts of interest.

11.2. Any authorisation under Article 11.1 shall be effective only if:

11.2.1. the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors;

11.2.2. any requirement as to the quorum is met without counting the interested director;  
and

11.2.3. the matter was agreed to without the interested director voting or would have been agreed to if the interested director's vote had not been counted.

11.3. A director is required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interests which has been authorised by the directors in accordance with these Articles or by the Club Members in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and failure to do so shall render the contract liable to be avoided on such grounds.

11.4. If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Club in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

11.5. Where the number of non-conflicted directors is less than the quorum for the purposes of approving a resolution authorising any situation or transaction constituting a conflict as anticipated by the Companies Acts, the quorum shall be all the disinterested directors.

11.6. When all the directors of the Club are conflicted, the Club shall pass the conflict to the Club Members for approval by ordinary resolution.

#### **PART 4: MEMBERSHIP**

##### **12. APPLICATIONS FOR MEMBERSHIP**

12.1. Membership is open to any individual over the age of 18 interested in the activity of Boating. Membership is not transferable.

12.2. No person shall become a Club Member unless that person has completed an application form and has paid any subscriptions when joining and on January 1<sup>st</sup> in each subsequent year.

12.3. The Secretary will ensure that all applicants are informed of the outcome of their application.

12.4. An application to become a Club Member of the Club will not be refused unless the directors believe that there are reasons to believe that there might be an issue with the application or it raises concerns in which case the decision to accept an application rests with the directors and will be decided by a simple majority. The directors may refuse

applications only for good cause such as conduct or character likely to bring the Club into disrepute. If an application is rejected fees will be refunded in full.

- 12.5. Every person who, at the date of incorporation of the Club, had paid a subscription fee to, and was a member of, the unincorporated club known as Bromsgrove Boaters referred to in Article 3.1.1 on 20<sup>th</sup> July 2016 shall be a Member of the Club from incorporation.
- 12.6. The directors may establish different classes of Membership, and decide who will be eligible for admission to them and what their rights and obligations will be.
- 12.7. Persons applying to become a Club Member agree to comply with these Articles and any bye-laws and Regulations of the Club during the time that they qualify as a Club Member.

### **13. TERMINATION OF MEMBERSHIP**

- 13.1. A Member may withdraw from Membership by giving notice to the Club in writing.
- 13.2. A person's Club Membership terminates when their subscriptions are overdue by more than two calendar months.
- 13.3. A person's Membership terminates when that person dies.
- 13.4. The directors may terminate the Membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the directors:
  - 13.4.1. he is guilty of conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute;
  - 13.4.2. he has acted or has threatened to act in a manner which is contrary to the interests of the Club as a whole; or
  - 13.4.3. he has failed to observe the terms of these Articles and any Bye Laws from time to time.
- 13.5. If the directors wish to terminate a person's Membership in accordance with Article 13.4, they must give notice to that Member and provide the Member with the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration.
- 13.6. A Member whose Membership is terminated under Article 13.4 shall;
  - 13.6.1. not be entitled to a refund of any subscription
  - 13.6.2. be entitled to an appeal against their sanction to Members at a general meeting called by the directors.



#### **14. LIMITATION OF CLUB LIABILITY**

- 14.1. All Members use all facilities of the Club and participate in events organised by the Club at their own risk and they accept that:
- 14.1.1. The Club will not accept any liability for any damage to or loss of property belonging to any Member.
- 14.1.2. The Club will not accept any liability for personal injury arising out of participation in Club events or activities, either sustained by a member or caused by any other member even if the damage or injury could have been attributed to or was occasioned by the neglect, default or negligence of any of them, the Officers or Committee of the Club.

#### **15. VISITORS**

Members shall ensure that their guests are recorded in the visitors book and that any required fees are paid.

#### **16. DATA PROTECTION**

- 16.1. All Members consent to the Club holding their relevant personal data for the purposes of the Data Protection Act or any subsequent legislation which amends or replaces it.
- 16.2. Any data held by the Club will only be used by members the Club for Membership related issues and will not be used for any other purpose including sharing it with any third party for marketing or commercial purposes.

#### **17. COMPLAINTS**

- 17.1 All complaints should be addressed in writing to the Secretary, and will be added to the Agenda of the next available directors meeting.

#### **18. GENERAL MEETINGS**

- 18.1. Only Club Members are entitled to attend general meetings (in person or their proxy, but only if the appointment of a proxy is in writing and notified to the Secretary at least forty eight hours before the commencement of the meeting).
- 18.2. The Club must hold a general meeting as an AGM in November of each year (unless it has been postponed in accordance with article 18.12.2) in addition to any other general meetings in that year, and must specify the meeting as the AGM in the notices calling it. The first AGM must be held before the second November after the Club's incorporation.
- 18.3. The chairman at a general meeting is elected by the Club Members present in person or by proxy in his/her capacity as a Club Member and not as proxy for another Club Member.

- 18.4. Every Club Member present in person or by proxy has one vote on each issue.
- 18.5. Every Club Member has one vote on each issue and, in case of a tied vote, the chairman of the meeting has a second and casting vote. Voting shall be by show of hands unless the chairman of the meeting requests a written ballot.
- 18.6. Issues shall be settled by simple majority except on matters relating to the creation, repeal or amendment of any Article or Bye Law and the nomination of an Honorary Member when a there must be support from at least two thirds of those voting.
- 18.7. At the AGM Club Members must:
- 18.7.1. Appoint a chairman of the meeting in accordance with Article 18.3
  - 18.7.2. Approve the minutes of the previous AGM and any intervening special general meetings;
  - 18.7.3. Receive the accounts and financial statements of the Club for the previous financial year;
  - 18.7.4. Approve the subscriptions for the following year;
  - 18.7.5. Receive a written report on the Club's activities;
  - 18.7.6. Elect new directors for the following year;
  - 18.7.7. Consider the appointment of a person to review the accounts for the Club, the Reviewer;
  - 18.7.8. Approve the nomination of anyone proposed by the directors to become an Honorary Member of the Club.
- 18.8. Club Members may also, from time to time:
- 18.8.1. discuss and determine any business put before them by the directors or set out in a valid request by the Club Members to call a general meeting pursuant to Article 18.9; and
  - 18.8.2. in particular, consider and determine whether to approve any Bye Laws put before them by the directors, which are consistent with the these Articles and the Act, to govern:
    - 18.8.2.1. classes and conditions of Membership;
    - 18.8.2.2. the entrance fees, subscriptions and other fees or payments to be made by Club Members and visitors;
    - 18.8.2.3. the procedures for dealing with disciplinary action against Members, and/or for the expulsion of Members, and/or for refusals to renew Membership;
    - 18.8.2.4. the procedures for general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by the Articles; and
    - 18.8.2.5. matters relating to the use of the Club's assets.
- 18.9. A special general meeting may be called with at least 14 days notice by the directors at any time and must be called within 28 days of a written request from at least 25% of Club Members.

- 18.10. Once the notice of a Special General Meeting has been sent it can only be amended with the proposer's written consent and if the meeting Chairman agrees that the scope and purpose of the meeting has not be materially altered.
- 18.11. General meetings are called on at least 14 and not more than 90 days' written notice indicating the business to be discussed and if any resolutions are to be proposed setting out the terms of any proposed resolutions.
- 18.12. There is a quorum at a general meeting if the number of Club Members present in person or by proxy is at least 20% of Club Members. Where a quorum is not achieved;
- 18.12.1. the start of the meeting will be delayed for 30 minutes after which;
- 18.12.2. the meeting will be postponed to a new date which will be notified to Club Members by the Secretary at least 7 days in advance.
- 18.13. Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 18.14. A technical defect in the appointment of a Club Member of which the Club Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Club Members.

## **PART 5: ADMINISTRATIVE ARRANGEMENTS**

### **19. RECORDS AND ACCOUNTS**

- 19.1. The directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts where required and the preparation and transmission to the Registrar of Companies of information required by law.
- 19.2. The Secretary shall ensure that:-
- 19.2.1. a record of all Members and their contact details is kept;
- 19.2.2. an up to date record of the assets of the club is kept;
- 19.2.3. the correspondence of the Club is conducted effectively and efficiently;
- 19.2.4. safe custody of all Club documents;
- 19.2.5. full minutes of all meetings of the Club, the directors and any sub-Committee(s) are made and circulated in draft format within fourteen days of the meeting to be confirmed and signed by the appropriate Chairman at its next meeting if agreed by those attending;
- 19.2.6. the administration of such insurance policy or policies as may be needed to protect the interests of the Club, its Officers and its Members;

- 19.2.7. all insurance documents are maintained, and complete any such non-financial returns, as may be required by law
- 19.2.8. a record is kept of all professional advice obtained.

19.3. The Treasurer shall ensure that:

- 19.3.1. all Club money is deposited into bank accounts in the name of the Club;
- 19.3.2. the books of account give a true and fair view of the state of the Clubs finances;
- 19.3.3. accounting records relating to the Club are made available for inspection by any director and the Reviewer at any time during normal office hours and may be made available for inspection by Club Members who are not directors if the directors so decide.
- 19.3.4. all financial returns required by law are made when required;
- 19.3.5. an Annual Balance Sheet as at 31 October in each year is produced as well as a Profit and Loss Account which is to be reviewed at least once annually and ensure that they are distributed to Club Members at least fourteen days before the date of the AGM;
- 19.3.6. the Annual Balance Sheet and Profit and Loss Account are presented at its AGM.

## **20. DIRECTORS INDEMNITY**

- 20.1. Subject to Article 20.2, a director or former director of the Club may be indemnified out of the Club's assets against:
  - 20.1.1. any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;
  - 20.1.2. any liability incurred by that director in connection with the activities of the Club in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act); or
  - 20.1.3. any other liability incurred by that director as an officer of the Club.
- 20.2. This Article 20 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## **21. COMMUNICATIONS**

- 21.1. Notices and other documents to be served on Members or directors under these Articles or the Companies Acts may be served:
  - 21.1.1. by hand; or
  - 21.1.2. by post; or
  - 21.1.3. by suitable electronic means; or
  - 21.1.4. through publication in the Club's newsletter or on the Club's website.
- 21.2. The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members.

- 21.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 21.3.1. Twenty four hours after being sent by electronic means or delivered by hand to the relevant address;
  - 21.3.2. two clear days after being sent by first class post to that address;
  - 21.3.3. three clear days after being sent by second class or overseas post to that address;
  - 21.3.4. immediately on being handed to the recipient personally; or, if earlier,
  - 21.3.5. as soon as the recipient acknowledges actual receipt.
- 21.4. A technical defect in service of which the directors are unaware at the time does not invalidate decisions taken at a meeting.

## **22. AMENDING THE ARTICLES**

- 22.1. These Articles may be amended by special resolution of the Club Members.

## **23. PROFITS NOT TO BE DISTRIBUTED**

- 23.1. The income and assets of the Club shall be applied solely in promoting the objects of the Club as set out in Article 3.1.
- 23.2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:
- 23.2.1. reasonable and proper remuneration to any Member, officer or servant of the Club for any services rendered to the Club;
  - 23.2.2. interest on money lent by any Member of the Club or director at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the directors;
  - 23.2.3. reasonable and proper rent for premises demised or let by any Member or director;
- or
- 23.2.4. reasonable out-of-pocket expenses properly incurred by any director.

## **24. DISSOLUTION**

- 24.1. If the Club is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any assets they shall not be paid to or distributed among the Members of the Club, but shall be given or transferred to The Royal National Lifeboat Association (Registration Number 209603) ('the RNLI') of West Quay Road, Poole for its general purposes but if the RNLI has ceased to exist or has amalgamated with another charity or has changed its name the proceeds will be paid to any charity which the directors think best fits the objectives of the RNLI.