



Alexandra Yacht Club Limited

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

Memorandum and Articles of Association 2020

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Memorandum of Association

1 Name

The name of the Company is 'Alexandra Yacht Club Limited'

2 Registered Office

The registered office of the Company will be situated in England

3 Objects

The Company's objects are:

- 3.1 to promote amateur sailing, racing, cruising and to encourage the development of an interest in sailing amongst young people;
- 3.2 to encourage social intercourse among the members of the Company;
- 3.3 to establish, maintain and conduct a club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages and accommodation of a club;
- 3.4 to provide a boathouse and jetty and other usual facilities in connection with it, and to furnish, modify and maintain it, and to permit it to be used by members.
- 3.5 to acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the Company, and such as may be deemed by the Company likely to advance or benefit, either directly or indirectly, the interest of the Company;
- 3.6 to manage, improve, cultivate and maintain all or any part of the lands and other property of the Company, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the Company may think fit, and, in particular, for shares, debentures or securities of any company purchasing them;
- 3.7 to purchase, hire, make or provide and maintain, and to sell or otherwise dispose of all kinds of equipment and other things required or which may be conveniently used in connection with the jetty and boathouse and other premises of the Company by persons frequenting them, whether members of the Company or not;
- 3.8 to hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and other persons in return for services rendered to the Company salaries, wages, charges and pensions;
- 3.9 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions and sailing events and to offer, give or contribute towards prizes, medals and awards for sailing and to promote, give or support dinners, balls, concerts and other entertainments;

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

4 Limited Liability

The liability of the members is limited.

5 Undertaking to Contribute to Assets

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

Articles of Association

1 Interpretation

In these articles:

- 1.1 **'the Act'** means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force and any provisions of the Companies Act 2006 for the time being in force;
- 1.2 **'the Management Committee'** means the directors of the Club appointed to the committee of the Club from time to time;
- 1.3 **'clear days'** in relation to a period of notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
- 1.4 **'the Club'** means Alexandra Yacht Club Limited;
- 1.5 **'the Club Rules and Byelaws'** means the Rules and Byelaws of the Club for the time being in force made by the Management Committee of the Club as provided for in these articles;
- 1.6 **'the Secretary'** means the secretary of the Club or any other person appointed to perform the duties of the secretary of the Club, including a joint, assistant or deputy secretary;
- 1.7 Unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Companies Act but excluding any statutory modification not in force when these articles become binding on the Club;
- 1.8 the masculine includes the feminine and, where appropriate, the singular the plural;

2 Objects

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

3 Membership

- 3.1 The number of members with which the Club proposes to be registered is unlimited.
- 3.2 Everyone who is 18 years of age or older is qualified to be elected a member of the Club.
- 3.3 Club membership shall consist of the following categories:
 - 3.3.1 Family Membership;
 - 3.3.2 Single Member
 - 3.3.3 Honorary Membership
 - 3.3.4 Friends of the AYC
- 3.4 The qualification for membership shall be as follows:
 - 3.4.1 **Family Membership.** Family Membership is applicable to 1 or 2 adults and up to 2 cadets all living at the same address. Cadets in this category will be accepted up to the age of 18 and additional cadets within the family will attract an additional charge
 - 3.4.2 **Single Member.** An individual adult over the age of 18 at the time of application. Any individual in full time education or over the age of 65 will be eligible for a discount. Life members fall into this category and attract a 0 fee.
 - 3.4.3 **Honorary Membership.** The Management Committee may, at its discretion, elect to Honorary Membership, any person who has, in the opinion of the Management Committee rendered exceptional service or benefit to the club, or who has significantly enhanced its prestige. The Committee may elect such Honorary members for such period as it may think fit. An Honorary Member shall not be required to pay an entrance fee or subscription.
 - 3.4.4 **Friends of the AYC.** Any person wishing to support the club and be invited to social events run by the club.
 - 3.4.5 Family Membership
Unless they have become a full member in their own right:
 - The children of a family member will not be entitled to vote at either a General Meeting, or extraordinary General Meeting.
 - The children of a family member will not be entitled to participate in the proceeds of the dissolution of the Club in accordance with Article 30.2.

- 3.5 Persons who are visiting the Club from time to time shall be classed as Visiting Members whilst they are on Club premises. Visiting Members shall only have such rights as are granted to them by the Management Committee from time to time and the Management Committee may vary or remove such rights at any time without notice
- 3.6 Honorary Members shall have all the privileges of Single Membership even though they shall not be required to pay an entrance fee or subscription
- 3.7 The total number of Honorary Members shall not at any time exceed 5% of the total number of Full Members

4 Proposal and Election of Members

- 4.1 The application for membership of every candidate must be by email or in writing.
- 4.2 Any candidate wishing to apply for membership who is approved by the committee will be offered Probationary Membership for a period of twelve months.
- 4.3 Any member who wishes to object to the election of a candidate shall notify the Secretary in writing of his or her objection within the above period. The Secretary shall bring the objection to the notice of the Management Committee who shall deal with the objection when considering the application. The Management Committee may call upon the objector to state his or her reasons in confidence to them, or may adjourn the hearing of the application, so that such enquiries may be made as the Management Committee shall think fit.
- 4.4 The election of members shall be by approval of the Management Committee. No election shall be valid unless at least five committee members vote. Two adverse votes by Management Committee members shall be sufficient to require the Management Committee to reject the application and the candidate shall be considered a 'Rejected Member'.
- 4.5 A Rejected Member shall not be entitled to reapply for membership until one year has elapsed from the date of rejection. A further year of probation will apply.
- 4.6 No Rejected Member may use the Club either as a guest at the invitation of any member or under reciprocal arrangement with any other club of which he or she may be a member. In the event that the Management Committee becomes aware that a Rejected Member has used or intends to use such facilities it shall require the Secretary to advise the member, the reciprocal club or Visiting Members, who or have invited such a person, that this article will be applied.
- 4.7 If, in any of the particulars required of the candidate during the application process, or any misrepresentation shall be made which in the opinion of the Management Committee is material or wilful, if elected, the candidate shall be treated as a Rejected Member.

5 Rights of Members

- 5.1 Subject to the express provisions of these articles and the memorandum of association, and to the Club Rules and Byelaws, all members of the Club are entitled at all times to use all the premises and property of the Club in common, and to be supplied, at such charges as the Management Committee from time to time determine, with whatever meals, refreshments and things as are provided by the Club for the use of its members.
- 5.2 Subject to the provisions of these articles every member is entitled to all the rights and subject to all the duties of a member of the Club. Visiting Members and Affiliated Members do not have the right to:
- 5.2.1 nominate or be elected as officers or directors of the Club;
 - 5.2.2 vote at Club meetings; or
 - 5.2.3 fly the Club Ensign.

6 Rights of Members Personal

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

7 Subscriptions

- 7.1 The annual and other subscriptions and entrance fees (if any) payable by members of the Club are to be such as the Management Committee from time to time prescribe and different fees may be prescribed for different classes of membership.
- 7.2 The annual subscription is payable in relation to a calendar year and is due on or before 1st January in the relevant calendar year.
- 7.3 The Management Committee may provide either generally, or in relation to any particular member or members, for the payment of annual subscriptions by instalments.

8 Non-Payment of Subscriptions

- 8.1 Any member whose annual subscription is unpaid on 1st March in any calendar year ceases to be a member of the Club and forfeits all rights in and claims upon the Club and its property unless the Management Committee suspend the operation of this provision, which they may do as regards any particular member on such terms as they determine at their discretion.
- 8.2 Where the Management Committee has resolved in accordance with article 7.3 that the subscription of any particular member may be paid by instalments, this article 8 applies to non-payment of any instalment, substituting the due date of the instalment for 1st March.

9 Notice of Resignation

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

10 Club Disciplinary Procedures

- 10.1 Every member undertakes to comply with these articles and the Club Rules and Byelaws and any lawful amendments thereto, and any refusal or neglect to do so may render such member liable to be invited to resign or to be subject to the Club's disciplinary procedures as hereinafter defined.
- 10.2 If the conduct of any member is, in the opinion of the Management Committee, likely to be injurious to the welfare, character or good name of the Club, or to the peaceful enjoyment of the Club by other Members, or the Committee has received a formal written complaint in respect of a Member's conduct the Committee shall:
- 10.2.1 In the first instance a Flag Officer of the Club, and a Non-Exec Director of the Committee, both who must be independent of any of the behaviour being complained about, will speak with the Member concerned and report back to the Committee with a recommendation for action. This will in many circumstances be sufficient to report the matter as closed. The Committee might consider that a verbal or written warning to the member was appropriate, the fact that a verbal warning has been issued will be placed on the Member's file, and a copy of any written warning will also be placed on the member's file. In exceptional cases the Flag Officer and Non-Exec Director may recommend, and the Committee may determine, that the Member concerned be forbidden access to the Club premises pending the outcome of the review process outlined below.
- 10.2.2 If the Flag Officer interview has not, in the opinion of the Committee, produced a satisfactory outcome, or the Member has failed to comply with the terms of a previous written or verbal warning then The Honorary Secretary of the Club will write to the Member concerned, detailing the nature of the complaint, notify the Member that the formal disciplinary process has commenced and requesting a written response from the Member concerned. Such response to be received within one week.

- 10.2.3 The response, once received, is to be circulated to the full Committee who will, collectively, determine the next course of action, which can include any of the actions set out in 10.2.1 above. If the Committee is unable to determine an appropriate course of action on the basis of the information received, or the Member declines to respond, or the actions in 10.2.1 are not considered to be appropriate, then the Member shall be summoned to attend a meeting of the Committee at which they will be examined as regards the matter under consideration. Any Committee Member with a conflict of interest as regards the complaint should declare that interest to the Commodore and not be present during the disciplinary discussions.
- 10.2.4 The Member shall be given at least two weeks notice, in writing, of the date of the Committee meeting.
- 10.2.5 The Member shall be entitled to receive copies of any written statements made by witnesses, or copies of other relevant documentation upon which it is the Committee's intention to rely in reaching their conclusion. Such documentation must be delivered at least two weeks prior to the meeting or within 24 hours of the same being received by the Honorary Secretary in relation to documents received after the Member has been notified of the date of the meeting.
- 10.2.6 The Member shall be entitled to be accompanied by a fellow Club Member of their choosing, but shall have no automatic right of legal representation. The Member shall also be entitled to call their own witnesses, cross-examine the Committee's witnesses and make a closing statement to the Committee.
- 10.3 The Committee shall then determine the appropriate course of action. All of the actions set out in 10.2.1 above are open to the Committee. The Committee might also consider the suspension of the Member for a period of up to six months, which in the case of Family members, may be extended to all of the Member's family. The Committee shall also have the power, provided a majority of 75% of the Committee have voted in favour, to expel a Member from the Club. The 75% majority should exclude any Committee Member who has previously notified the Commodore of a personal conflict of interest. Any Member who is expelled from the Club under the provisions of this clause 10.2 above shall not be permitted access to the Club, from the date determined by the Committee.
- 10.4 Any Member who is expelled under the provisions of 10.3 above has the right to appeal to the membership at an EGM called in accordance with the provisions of Article 12.1.1 below. The Member has four weeks, from being notified of their expulsion, to collect the necessary signatures and notify the Club of the intention to call the EGM.

- 10.5 An Expelled Member shall forfeit all rights to any claim upon the Club, its property or funds and shall not be entitled to reapply for membership to the Club. This rule shall apply to every member, irrespective of the office held by him in the Club.
- 10.6 Any Member who is expelled or suspended is not entitled to a refund of subscriptions paid.

11 Annual General Meeting

- 11.1 An Annual General Meeting ('AGM') shall be held at a notified location some day in the month of January in each calendar year, or on another date as the Management Committee may determine.
- 11.2 The business at the AGM shall be:
 - 11.2.1 the election of Flag Officers, the Management Committee and the Accountants;
 - 11.2.2 the passing of the accounts and any other business of which notice shall have been given by the Secretary as provided in article 11.3 and 11.6;
 - 11.2.3 any other business proposed by the Management Committee; and
 - 11.2.4 any other business proposed by any member in accordance with article 11.5 below.
- 11.3 At least six weeks before the AGM, the Secretary shall send to every member at his address or to his E-mail address as noted in the Club records, a brief notice of the AGM. The AGM notice will state the time and place of the AGM and a general description of the business that will be brought before it. The AGM notice will also be posted on the Club Web site.
- 11.4 No business other than the business of a formal nature shall be brought forward at any meeting unless notice thereof shall have been given as provided under this article.
- 11.5 If any member desires to bring forward any resolution at the AGM, he must notify the Secretary at least five weeks before the AGM in order that the resolution may be added to the agenda and circulated to the members in accordance with article 11.6 below.
- 11.6 At least twenty-one clear days before the AGM, the Secretary shall send to every member at his address or email address as noted in the Club records a detailed notice of the AGM which will include:
 - 11.6.1 the time and place of the AGM;
 - 11.6.2 the agenda for the AGM;
 - 11.6.3 the abstract of the accounts for the past year (audited and certified by the Club's accountants);

- 11.6.4 if appropriate, a ballot paper to be used in relation to the election of officers and directors, in accordance with article 11.8;
 - 11.6.5 a list of the candidates whose names have been submitted for election to the rank of Flag Officer and the Management Committee (prepared in accordance with article 23.1.4)
 - 11.6.6 other information as is available relative to all resolutions on the agenda for the AGM.
- 11.7 Following discussion of the members and/or the Management Committee during the AGM or an EGM, the chairman shall, in relation to an ordinary resolution only, be entitled to amend the wording of any such ordinary resolution provided that any such amendments:
- 11.7.1 do not go beyond the scope of the business as notified to the members in the agenda/AGM notice; and
 - 11.7.2 are explained to and understood by the members; and the chairman's determination of the wording of any such ordinary resolution to be put to the meeting shall be final, provided always that the wording of any special resolution or any resolution proposed in accordance with articles 12.1.1, 12.1.2 or 12.1.3 shall be put to the meeting in the exact form proposed in accordance with those articles (save for minor grammatical or clerical errors which may be corrected).
- 11.8 In accordance with article 23, the Management Committee may from time to time decide that members who are unable to attend the AGM and who wish to vote for the election of any candidate as officer or director, may exercise their right to vote by post using a ballot paper (which in these circumstances will be provided in accordance with article 11.6.4). Any such postal vote shall only be acceptable in the ballot, if the ballot paper has been completed and signed by the member exercising his right and the same is received in a properly sealed envelope at the designated location at least 48 hours before the time at which the AGM is held, and on such other basis as shall have been stipulated by the Management Committee in accordance with article 23. Such ballot envelopes must be marked clearly with the words "postal vote"
- 11.9 The Secretary shall keep all ballot envelopes received in a safe place, unopened and shall hand them to the tellers at the commencement of the AGM.

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

12 Extraordinary General Meetings

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

13 Notice

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

14 Proceedings at General Meetings

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

15 Chairman

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

16 Adjournment

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

17 Passing of Resolutions

17.1 At any general meeting:

17.1.1 a declaration by the chairman that a resolution has been carried, or carried unanimously, or carried by a particular majority, or lost, or not carried by a particular majority; and

17.1.2 an entry to that effect in the book of proceedings of the Club;
are conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution, unless a poll is demanded by the chairman or by at least five members present in person or by proxy having the right to vote at the meeting or by a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

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

18 Voting Rights

18.1 Every Full member of the Club may attend and vote at general meetings of the Club but Affiliated Members and Visiting Members may not vote and Visiting Members may not attend.

18.2 In the event that any member has not paid all money then due from him to the Club (excluding nominal sums) then the Management Committee shall be entitled to determine that such member shall not be entitled to vote at any general meeting of the Club either personally or by proxy, or as a proxy for another member, until such time as such debts have been cleared in full.

18.3 At a general meeting of the Club, on a show of hands or a poll, every member of the Club entitled to vote (in accordance with article 18.1 above) and present in person or by proxy has one vote and no more except that, in case of equality of votes, the chairman may have a second or casting vote.

18.4 Proxies may only be validly appointed by notice in writing ('Proxy Notice') which:

18.4.1 states the name and address of the member appointing the proxy;

18.4.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

18.4.3 is executed on behalf of the member appointing the proxy; and

18.4.4 is delivered to the designated location at least 48 hours at which the time that the general meeting is held (for the avoidance of doubt weekends, Christmas Day, Good Friday and any bank holiday are excluded from counting towards the 48 hour period) and on such other basis as shall have been stipulated by the Management Committee in the notice of the general meeting to which they relate.

- 18.5 The Management Committee may require Proxy Notices to be delivered in a particular form and may specify a different form for different purposes.
- 18.6 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 18.7 Unless a Proxy Notice indicates otherwise, it must be treated as:
 - 18.7.1 allowing the person appointed under it as a proxy discretion to vote on any ancillary or procedural resolutions put to the meeting; and
 - 18.7.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates, as well as the meeting itself.
- 18.8 A member shall not approach another member(s) with a view to being appointed as that member(s) proxy.

19 The Management Committee

- 19.1 The general management of the affairs of the Club shall be vested in the Management Committee. The Management Committee of the Club shall be the Commodore, the Vice- Commodore, the Rear-Commodore Sailing, the Honorary Treasurer and the Honorary Secretary (these are the '**Executive Directors**' of the Club) and other members of the Club (these are the **Non-
'Executive Directors**' of the Club) as elected according to these articles and all such persons shall be directors of the Club.
- 19.2 Five committee members of the Club are a quorum at a meeting of the Management Committee. The committee members present at the meeting may act notwithstanding any vacancies in their numbers, but, if the number of committee is less than five, the committee members present may act only for the purpose of filling vacancies or of calling a general meeting.
- 19.3 The Commodore and failing him the next most senior officer present (by reference to the order of seniority in article 20.1. below), should preside as chairman of the Management Committee.
- 19.4 Save as provided otherwise in these articles, questions arising at a meeting of the Management Committee shall be decided by a majority of votes and the chairman of the Management Committee will have a casting vote in case of equality of votes.

20 The Officers / Executive Directors

- 20.1 The officers (and Executive Directors) of the Club are (in the order of seniority) the Commodore, Vice-Commodore, Rear-Commodore Sailing, Honorary Treasurer and the Honorary Secretary all of whom must be members of the Club.
- 20.2 The Commodore. The Senior Flag Officer and head of the Club with overall responsibility for running the Club in accordance with Club Rules and Byelaws.

- 20.3 The Vice-Commodore. The deputy head of the Club with responsibility to the Commodore for the administration and conduct of the Club.
- 20.4 The Rear Commodore Sailing with responsibility to the Commodore for Sailing matters, together with relevant health and safety responsibilities.
- 20.5 The Honorary Secretary is responsible for ensuring that the Club Rules and Byelaws are reasonably applied and for all matters of protocol. He is part of the executive team.
- 20.6 The Honorary Treasurer with responsibility to the Vice Commodore for all financial matters. He is part of the executive team.

21 Remuneration

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

22 Retirement of Officers and Directors

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

23 Election of Officers and Directors

- 23.1 The election of officers and directors will take place in the following manner:
 - 23.1.1 The officers and other directors shall be elected annually at the AGM. Any two members of the Club may nominate any other member to serve as an officer or other director of the Club, having previously received his assent.
 - 23.1.2 The name of each member so nominated, together with the names of his Proposer and Secunder, must be sent in writing signed by all three of them to the Secretary at least five weeks before the AGM.
 - 23.1.3 A list of the candidates' names in alphabetical order, together with the Proposers' and Seconders' names, must be posted on the Website or specified place for at least two weeks immediately preceding the AGM.

- 23.1.4 A list of the candidates will be prepared containing the names of the candidates in alphabetical order and this will be circulated, in accordance with article 11.6.5.
- 23.1.5 Each member present at the AGM and qualified to vote may vote for any number of candidates not exceeding the number of vacancies.
- 23.2 Notwithstanding the provisions of article 23.1.5, the Management Committee may from time to time decide that members qualified to vote, may exercise their vote for the election of officers and other directors by post (without having to attend the AGM), in which case the method by which such votes may be cast shall be as the Management Committee prescribe.
- 23.3 If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.
- 23.4 If two or more candidates obtain an equal number of votes and insufficient vacancies are available, a vote will be held at the meeting on a show of hands (or in such manner as the chairman shall prescribe). Each member present at the AGM in person or by proxy and qualified to vote shall have one vote. In the case of an equality of votes, the chairman shall be entitled to a casting vote in addition to any other vote he may have.
- 23.5 A member who has received a warning letter as to their conduct in accordance with Clause 10.2 may not stand as a committee member of Alexandra Yacht Club Limited or its subsidiaries for a period of twelve months from the date of the letter.
- 23.6 The Committee shall have the power, but not the obligation, to co-opt a Member of the Club to the Committee to fill a casual vacancy that has arisen for any reason, subject to the provisions set out below:
- 23.6.1 The nature of the vacancy, and the fact that the Committee wishes to co-opt a Member to fill it shall be advertised on the Club's website for a period of not less than two weeks. Unless the vacancy is for the role of Commodore or Vice Commodore in which case only existing Committee members, who themselves have been appointed at either an AGM or EGM of the Club held in accordance with article 11 or 12 respectively, is eligible for selection.
- 23.6.2 If there is a single candidate for the vacancy and it is for a Non Executive Director then an overall majority of the committee as a whole must vote in favour of the appointment for it to be valid

- 23.6.3 If there is a single candidate for the vacancy and the vacancy is for a Flag Officer role, as defined in Article 20, then a majority of 75% of all existing Directors who are eligible to vote must vote in favour for the appointment to be valid. For the avoidance of doubt this clause shall apply even if the candidate is an existing director, in which case they are not eligible to vote.
- 23.7 If there is more than one candidate for the vacancy then the Commodore and the Non Executive Directors shall, together, form a Committee chaired by the Commodore. This committee shall meet with each of the candidates individually, following which they shall recommend a single candidate to the Management Committee and the Management Committee shall proceed as outlined in 23.7.2 and 23.7.3 as appropriate.
- 23.8 The name of any director appointed by the process outlined in this Article shall be posted to the website. If within four weeks of such announcement a requisition is made in writing to the Club by at least 75% of full members, then the Committee will call a postal ballot of all Members and the appointment concerned will be suspended until the outcome of the ballot is known. All those Members who had previously agreed to stand under the provisions of 23.6 above shall, if they so wish, be eligible to participate in the postal ballot.

24 Removal of Officers and Directors

- 24.1 An officer or a director will be removed from office if:
- 24.1.1 his membership of the Club is terminated.
 - 24.1.2 he is found to be a Bankrupt or have a Criminal record.
 - 24.1.3 he resigns his office by notice to the Club; or
 - 24.1.4 he is removed by ordinary resolution passed at a general meeting of the Club.

25 Powers of Directors

- 25.1 The directors of the Club:
- 25.1.1 may exercise all powers that may be exercised by the Club and do anything that may be done by the Club, except where under these articles or any statute for the time being in force the power must be exercised or the thing be done by the Club in general meeting;
 - 25.1.2 may act notwithstanding vacancies;
 - 25.1.3 are to ensure that no money or property of the Club or any gain arising from the carrying on of the Club is to be applied otherwise than to the benefit of the Club or for a benevolent or charitable purpose nominated by the Management Committee;

- 25.1.4 shall only be permitted to borrow money (by any method) or charge the property of the Club as security against any such borrowing where such a resolution is passed by the Club in general meeting authorising the Management Committee to do so and:
- 25.1.4.1 the resolution shall detail the purpose of the borrowing, if the money is to be borrowed at one time or from time to time, the rate of interest, and the form security to be given; and
- 25.2 all members of the Club, whether voting on such a resolution or not, and all persons becoming members of the Club after passing such a resolution, shall be deemed to have assented to the same as if they had voted in favour of such resolution. If a director is interested, directly or indirectly, in any contract or arrangement or in any proposed contract or arrangement with the Club or with any other company in which the Club may be interested, he shall disclose to the Management Committee, at the first meeting at which such contract or arrangement is discussed, the nature and extent of his interest and he shall not be entitled to vote in relation to such contract or arrangement save to the extent that such interest arises as a result of him being a member of the Club in which case he shall form part of the quorum and shall be entitled to vote in relation to such contract or arrangement.

26 Delegation

- 26.1 The directors of the Club may delegate any of their powers or those of the Management Committee to a committee or committees appointed by the directors.
- 26.2 In the exercise of the powers delegated to it, a committee must conform to any regulations or conditions prescribed by the directors.
- 26.3 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors at any time without notice.
- 26.3.1 Standing committees with delegated powers are the Management Committee,
- 26.3.1.1 The duties of the Management Committee are to manage all Club affairs and appoint any Other Committee as deemed necessary.
- 26.3.2 Other Committees
- 26.3.2.1 The Management Committee may establish other committees with the power to co-opt members for specific tasks. Such committees shall work under the direction of the Management Committee and shall have no decision making powers. To this end a minimum of one director of the Management Committee will be a member of any and all committees. All decisions made by such committees must be ratified by the Management Committee prior to implementation.

27 Accounts

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

28 Presentation of Accounts

- 28.1 Once at least in every year the Management Committee must lay before the Club in a general meeting the Club's accounts for the period since the preceding accounts.
- 28.2 Every set of Club accounts must be accompanied by a report of the Management Committee and the Club's accounts must be signed by a director.

29 Club Rules and Byelaws

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

- 29.4 Club Rules and Byelaws will be published as a document separate to these articles of association and will be available to all members by means determined by the directors.
- 29.5 Examples of matters dealt with by Club Rules and Byelaws are:
- 29.5.1 The terms and conditions upon which honorary guests, children of members of the Club and visitors may use the premises and property of the Club;
 - 29.5.2 The conduct of members of the Club in relation to one another;
 - 29.5.3 Imposition of disciplinary procedures for breach of any Club Rules or Byelaw or any Article of Association of the Club; and
 - 29.5.4 All other matters that are commonly the subject of club rules and byelaws.
- 29.6 The Management Committee must adopt whatever means they consider sufficient to bring all Club Rules and Byelaws and alterations and repeals to such Club Rules and Byelaws to the notice of the members of the Club.
- 29.7 All Club Rules and Byelaws, so long as they are in force, are binding on all members of the Club.
- 29.8 No Club Rules and Byelaws may be inconsistent with, or affect or repeal anything contained in, the Memorandum or Articles of Association of the Club, or be in breach of any statutory provision. If there is any conflict between the Club Rules and/or Byelaws and the memorandum and/or articles, then the memorandum and/or articles will prevail.

30 Dissolution

- 30.1 Any proposal to wind up the Club shall be put into the form of a resolution and shall be discussed at either the AGM or an EGM. To carry any such resolution a majority of three- quarters of all members entitled to vote at such a general meeting, whether or not present at the meeting, will be required.
- 30.2 If, upon the winding up or dissolution of the Club, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed amongst the members of the Club. The Committee shall dispose of the net assets remaining to one or more of the following:
- (i) to another Club with similar sports purposes which has a similar constitution and/or
 - (ii) to the sport's national governing body for use by it for related community sports.

31 Notices

- 31.1 A notice may be given by the Club to any member either personally or by posting in a prepaid envelope addressed to the member at his address as noted in the Club records or by leaving it at that address and by posting it in a conspicuous place in the boathouse, save where a member has agreed to receive such notices in electronic form, in which case article 32 will apply.
- 31.2 Where a notice is sent by post, service of the notice is deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and is deemed to have been effected at the expiration of 48 hours after the envelope containing it was posted.
- 31.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

32 Electronic Notices

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

33 Indemnity

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

34 Headings

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