

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY GUARANTEE  
  
ARTICLES OF ASSOCIATION  
OF  
ROPE WALK HAMBLE LIMITED  
(THE "COMPANY")

Adopted on 19/01/2024

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 Company.

- 1.2 In these Articles terms shall have the following meaning:

<b>Act</b>	means the Companies Act 2006 and any provisions of the Companies Acts 1985 to 1989 which are still in force and as further modified by any statutory modification or re-enactment thereof for the time being in force;
<b>AGM</b>	means the Annual General Meeting of the Company;
<b>Articles</b>	means these Articles of Association and <b>Article</b> refers to a particular provision in them;
<b>Board</b>	means the board of directors of the Company for the purposes of the Act as appointed from time to time under these Articles;
<b>Clear Days</b>	means in relation to the period of notice that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
<b>Club</b>	means Royal Southern Yacht Club Limited and its recognized abbreviation RSrNYC;
<b>Companies Acts</b>	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company;
<b>Company</b>	means Rope Walk Hamble Ltd;

<b>Company Secretary</b>	means the company secretary of the Company or any other person appointed to perform the duties of the company secretary of the Company pursuant to Section 283 of the Act, including a joint assistant or deputy secretary;
<b>Director</b>	means a Director of the Company 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>Electronic general meeting</b>	means a general meeting hosted on an electronic platform;
<b>Member</b>	means all Members of the Company as defined in these Articles and Membership shall be interpreted accordingly;
<b>Memorandum</b>	means the Company's Memorandum of Association;
<b>Office</b>	means the registered office of the Company;
<b>Ordinary resolution</b>	means a resolution passed by a simple majority of Members voting;
<b>Present</b>	means, for the purposes of physical general meetings, present in person, or, for the purposes of electronic general meetings, present by electronic means (and references to persons attending by electronic means is defined as attendance at electronic general meetings via the electronic platform(s) stated in the notice of such meeting);
<b>SGM</b>	means a Special General Meeting of the Company;
<b>Special resolution</b>	means a resolution of the Members passed by a majority of not less than 75% of Members voting.

1.3 In these Articles, unless the context requires otherwise:

- 1.3.1 other words or expressions contained in these Articles bear the same meaning as in the Act in force on the date when these Articles become binding on the Company; and
- 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 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 MEMBERS

- 2.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while a Member is a Member or within one year after a Member ceases to be a Member, for:

- 2.1.1 payment of the Company's debts and liabilities contracted before the Member ceases to be a Member; and
- 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.

## 3. OBJECTS

- 3.1 The Company is established for:

- 3.1.1 the encouragement and promotion of yacht sailing and racing and the pursuit of yachting generally; and
- 3.1.2 the ownership and maintenance of a clubhouse or other assets incidental thereto and in particular by ownership of the clubhouse and land occupied by the Royal Southern Yacht Club Ltd.

## 4. POWERS

- 4.1 The Company has the power to do anything within the law which promotes or helps to promote the objects set out in these Articles.

## 5. MEMBERS OF THE COMPANY

- 5.1 The subscribers to the Memorandum are the first Members of the Company.

- 5.2 All Members of the Club may become Members of the Company by signing appropriate consent forms.

- 5.3 Every Member shall have the right to attend and vote at any general meeting of the Company.

- 5.4 A Member's membership shall be terminated immediately:

- 5.4.1 on death; or
- 5.4.2 on termination of membership of the Club; or
- 5.4.3 by written notice to the Company to that effect.

- 5.5 Membership shall not be transferable in any event.

- 5.6 The Directors may terminate the Membership of any Member if, in the reasonable opinion of the Directors:

- 5.6.1 the Member is guilty of conduct which has, or is likely to have, a serious adverse effect on the Company or to bring the Company or any or all of the Members and Directors into disrepute; or
- 5.6.2 the Member has acted, or has threatened to act, in a manner which is contrary to the

- interests of the Company as a whole; or
- 5.6.3 the Member has failed to observe the terms of these Articles.

## 6. DIRECTORS

- 6.1 The affairs of the Company shall be governed by the Board of Directors for which purpose it may exercise all the powers of the Company which are not reserved to the members.
- 6.2 Directors shall be elected at a general meeting.
- 6.3 There shall be a minimum of four (4) and a maximum of seven (7) Directors in office.
- 6.4 The Directors may at any time co-opt any individual who is a Member to fill a vacancy in their number or as an additional director provided that the appointment does not cause the number of Directors to exceed any number given in these Articles, but a co-opted director holds office only until the next AGM and has no voting rights at Directors' meetings.
- 6.5 Candidates for election as Directors shall be those Members whose nominations (duly proposed and seconded in writing by other Members) have (with their consent) been received by the Company according to the timescales in Article 9.
- 6.6 If the number of candidates for election as Directors is equal to or fewer than the number of vacancies to be filled, then all candidates shall be elected.
- 6.7 If the number of candidates for election as Directors is greater than the number of vacancies to be filled, then there shall be a ballot.
- 6.8 If the ballot fails to determine the Directors to be appointed because of an equality of votes, the candidate or candidates to be elected from those having an equal number of votes shall be determined by lot.
- 6.9 A Director shall hold office for:
  - 6.9.1 If elected at an AGM a term of three (3) years from the conclusion of that AGM; or
  - 6.9.2 If elected at an SGM a term of two (2) years from the conclusion of the next AGM following the SGM.
- 6.10 A Director may be re-elected for two (2) further terms only, i.e. for a maximum of 9 consecutive years.
- 6.11 A Director's term of office automatically ends if that Director:
  - 6.11.1 ceases to be a Director by virtue of any provision of the Act; or
  - 6.11.2 is prohibited from being a Director by law; or
  - 6.11.3 is incapable, whether mentally or physically, of managing such Director's own affairs; or
  - 6.11.4 resigns by giving written notice to the Company; or
  - 6.11.5 is removed by the Members; or
  - 6.11.6 on completion of their term of office; or
  - 6.11.7 ceases to be a Member; or
  - 6.11.8 is absent from three consecutive meetings of the Directors without reasonable cause;

or

6.11.9 is asked by a majority of the other directors to resign.

6.12 Directors are not entitled to any remuneration for their services to the Company as Directors.

6.13 The Company may pay any reasonable expenses which the Directors properly incur in connection with the discharge of their responsibilities in relation to the Company.

## 7. CONFLICTS OF INTEREST

7.1 If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Company in which a Director has an interest, that Director shall declare it to the other Directors.

7.2 The Directors may, in accordance with the requirements set out in Article 7.3 but subject always to Article 7.1, 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 Company which would, if not authorised, involve a Director breaching that Director's duty under section 175 of the Act to avoid conflicts of interest.

7.3 Any authorisation under Article 7 shall be effective only if:

7.3.1 the matter in question shall have been proposed by a Director for consideration in the same way that any other matter may be proposed to the Directors; and

7.3.2 any requirement as to the quorum is met without counting the interested Director; and

7.3.3 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.

7.4 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any benefit which that Director receives from a relationship involving a conflict of interest where such conflict of interest has been authorised by the Directors in accordance with these Articles or by the Members in general meeting. No contract shall be liable to be voided on such grounds.

7.5 Where the number of non-conflicted Directors is fewer 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 Company shall pass the conflict to the Members for approval by ordinary resolution.

7.6 For the purposes of this Article an interest of a person who is, for the purposes of the Act, connected with a Director shall be treated as an interest of the Director.

## 8. DIRECTORS' PROCEEDINGS

8.1 The Board shall meet from time to time and shall hold at least three (3) meetings each year.

8.2 A Board meeting shall be called by the Chair of the board at his discretion or within fourteen (14) days of the written request by two (2) Directors.

8.3 The quorum for Board meetings shall be four (4).

8.4 If fewer than four (4) Directors are in office, then the remaining Directors or the Members shall call a general meeting under Article 9 to appoint more Directors

such that there are sufficient Directors to meet the quorum under this Article.

- 8.5 A meeting of the Board may be held either in person and/or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants.
- 8.6 Notice of the meeting shall be given fourteen (14) clear days before the meeting and shall specify if:
  - 8.6.1 the meeting shall be an electronic meeting in addition to or instead of the physical meeting; and
  - 8.6.2 if an electronic meeting the platform to be used; and
  - 8.6.3 the business to be considered at the meeting.
- 8.7 In the absence of the Chair at any meeting the Directors shall elect one of their number in attendance at the meeting as Chair.
- 8.8 Any issue shall be determined by a simple majority of the votes cast at the meeting.
- 8.9 Every Director has one vote on each issue and, in case of equality of votes, the Chair of the meeting has a casting vote.
- 8.10 A resolution in writing signed by all the Directors entitled to receive notice of and to attend and vote at a meeting of the Directors shall be as valid and effective as if it had been passed at a meeting of the Board duly convened and held and may consist of several documents.
- 8.11 The Directors may delegate any of their functions to Committees consisting of two (2) or more individuals appointed by them on such terms as they think fit. At least one Member of every Committee shall be a Director and all proceedings of Committees shall be reported promptly to the Directors.
- 8.12 Committees to which the Directors delegate any of their powers shall follow procedures which are based as far as they are applicable on the provisions of the Articles which govern Directors' proceedings.
- 8.13 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

## 9. GENERAL MEETINGS

- 9.1 Directors may call a general meeting by giving at least twenty-eight (28) clear days notice to members.
- 9.2 A general meeting shall be called within fourteen (14) days of a written request from:
  - 9.2.1 at least twenty-five (25) Members of the Company; or
  - 9.2.2 two (2) Directors.
- 9.3 A general meeting that is not an AGM is an SGM.
- 9.4 The notice shall specify:
  - 9.4.1 the date, time, and place of the meeting; and
  - 9.4.2 if the meeting is an AGM or an SGM; and
  - 9.4.3 whether the meeting shall be an electronic general meeting in addition to or instead of

- a physical general meeting; and
- 9.4.4 if an electronic meeting, the platform to be used; and
- 9.4.5 a list of any vacancies for election; and
- 9.4.6 instructions about how to nominate candidates and put forward proposals for the meeting.
- 9.5 Nominations for vacancies and proposals to be put to the meeting must be received twenty-one (21) clear days before the meeting.
- 9.6 The Agenda for a general meeting, including details of any elections and other matters to be discussed or determined at the meeting, shall be sent to the Members at least fourteen (14) clear days before the meeting.
- 9.7 Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing, notified to and approved by the Chair of the Meeting before the start of the meeting).
- 9.8 The Company shall hold a general meeting as an AGM in each calendar year between 1 October and 14 December in addition to any other general meetings in that year and shall specify the meeting as the AGM in the notices calling it.
- 9.9 At the AGM the Members shall:
  - 9.9.1 receive the accounts of the Company for the previous financial year; and
  - 9.9.2 receive a written report on the Company's activities; and
  - 9.9.3 elect Directors and others to fill any vacancies arising; and
  - 9.9.4 appoint an independent reviewer to review the accounts for the Company; and
  - 9.9.5 discuss and determine any business notified in the Agenda for the meeting.
- 9.10 No business shall be transacted at any meetings unless a quorum of Members is present at the start and throughout the meeting.
- 9.11 The quorum at a General Meeting shall be:
  - 9.11.1 Not fewer than twenty-five (25) members; or
  - 9.11.2 where a resolution for the winding up of the Company is proposed not fewer than one hundred and fifty (150) Members or ten (10) per cent of the Members (whichever is lower).
- 9.12 The Chair of the Meeting shall be:
  - 9.12.1 the Chair of the Board; or
  - 9.12.2 if the Chair of the Board is not present, another Director elected by the Members; or
  - 9.12.3 if no Directors are present a Member who shall be present and willing may be elected by those Members present to preside at the meeting.
- 9.13 Every Member present has one vote on each issue.
- 9.14 Votes shall be by a show of hands unless, before the result of a show of hands vote is declared, a poll is duly demanded in accordance with the Act.
- 9.15 If there shall be an equality of the votes the occupant of the Chair shall have a casting vote.
- 9.16 A Member may appoint a proxy who is a Member to vote on that Member's behalf at a general meeting by giving notice to the Company in writing prior to the

commencement of the relevant meeting.

- 9.17 A procedural defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Members.

## 10. RECORDS AND ACCOUNTS

- 10.1 The Directors shall comply with the requirements of the Companies Acts as to keeping records, the independent review of accounts, and the preparation and transmission to the Registrar of Companies of information required by law including:

- 10.1.1 annual returns; and
- 10.1.2 annual reports; and
- 10.1.3 annual statements of account.

- 10.2 The Directors shall also keep records of:

- 10.2.1 all proceedings at meetings of the Directors; and
- 10.2.2 all resolutions in writing; and
- 10.2.3 all reports of Committees; and
- 10.2.4 all professional advice obtained.

- 10.3 Accounting records relating to the Company shall be made available for inspection by any Director at any time during normal office hours.

- 10.4 A copy of the Company's Articles and latest available statement of account shall be supplied on request to any Director or Member within fourteen (14) clear days of the request.

## 11. INDEMNITY

- 11.1 Subject to Article 11.2 a Director or former Director of the Company may be indemnified out of the Company's assets against:

- 11.1.1 any bona fide liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company; and
- 11.1.2 any other bona fide liability incurred by that Director as an Officer of the Company.

- 11.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

## 12. COMMUNICATIONS

- 12.1 Notices and other documents to be served on Members or Directors under these Articles or the Act shall be served:

- 12.1.1 by hand; or
- 12.1.2 by post; or
- 12.1.3 by suitable electronic means; and
- 12.1.4 supplemented through publication in the Club's newsletter, or on the Club's website.

- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address shown in the register of Members for that Member.

- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes



as having been received:

- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address; or
- 12.3.2 two (2) clear days after being sent by first class post to that address; or
- 12.3.3 seven (7) clear days after being sent by second class or overseas post to that address; or
- 12.3.4 immediately on being handed to the recipient personally; or
- 12.3.5 as soon as the recipient acknowledges actual receipt.

12.4 A procedural defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.

### 13. AMENDING THE ARTICLES

13.1 These Articles may be amended by special resolution of the Members passed in accordance with the terms of these Articles.

### 14. PROFITS NOT TO BE DISTRIBUTED

14.1 The income and property of the Company shall be applied solely to promoting the objects of the Company as set out in these Articles.

### 15. SALE OF ASSETS

15.1 A resolution to sell any of the assets of the Company shall be a special resolution at a general meeting as set out in these Articles.

### 16. DISSOLUTION OF THE COMPANY

- 16.1 A resolution for the dissolution of the Company shall be a special resolution at a general meeting as set out in these Articles.
- 16.2 If at any General Meeting or Special Meeting a resolution is passed and there remains after paying all its debts and liabilities any property or assets whatsoever, subject to any decision by special resolution at the meeting the same shall not be paid or distributed among the Members of the Company, but shall be given or transferred to another legal entity established for the benefit of the Members with substantially the same or similar objects as the Company

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