



Waterski & Boat Club

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Foreness Waterski and Boat Club, Constitution The Companies Acts 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

FORENESS WATERSKI AND BOAT CLUB LIMITED

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ARTICLES OF ASSOCIATION

COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION of Foreness Waterski and Boat Club Limited

1 INTERPRETATION

1.1 In these articles:

'the Act' means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

'the club' means Foreness Waterski and Boat Club Limited;

'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;

unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification not in force when these articles become binding on the club;

the masculine includes the feminine and, where appropriate, the singular the plural.

2 Name

The name of the company is 'Foreness Waterski and Boat Club Limited'.

3 Registered office

The registered office of the company will be situated in England.

4 Objects

The club is established for the following purposes:

- 4.1 To acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as 'Foreness Waterski and Boat Club';
- 4.2 To promote motor boating and personal watercraft ownership, waterskiing and water associated sports in general including associated and related sporting activities and to encourage social intercourse among the members of the club;
- 4.3 To establish, maintain and conduct a club for the use and enjoyment by the members of the club and their guests, and generally to afford to them all the usual privileges, advantages and facilities of a club;
- 4.4 To acquire by purchase, lease, or otherwise premises and car parking spaces at Palm Bay, Margate or elsewhere in or near Palm Bay, Margate and to fit out, arrange, and maintain the same for use by members of the club, their boats, personal watercraft, equipment and accessories and to make available a clubhouse and other usual facilities in connection with it, and to furnish, modify and maintain it, and to permit it to be used by members, their guests and employees of the club and others, either gratuitously or for payment;
- 4.5 To acquire by purchase, lease or otherwise any other lands or property contiguous or near to the premises of the club, and such as may be deemed by the club likely to advance or benefit, either directly or indirectly, the interest of the club;
- 4.6 To manage, improve, cultivate and maintain all or any part of the lands and other property of the club, and to demise, sell or otherwise deal with and dispose of them, either together or in portions, for such consideration as the club may think fit, and, in particular, for shares, debentures or securities of any club purchasing them;
- 4.7 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 surroundings, clubhouse and other premises of the club by persons frequenting them, whether members of the club or not;
- 4.8 To buy, prepare, make, supply, sell and deal in all kinds of plant, equipment and accessories used in connection with waterskiing, boating and personal watercraft ownership, and in all kinds of liquors provisions and refreshments required, or used by members and guests of the club or other persons using the surroundings, clubhouse or premises of the club;

- 4.9 To hire and employ all classes of persons considered necessary for the purposes of the club and to pay them and other persons in return for services rendered to the club, invoiced charges and expenses properly incurred provided that no member of the club shall be paid for personal services rendered to the club other than in the provision of services supplied in the course of their business at the request of the club and pursuant to an arms' length contract;
- 4.10 (Subject to a maximum limit on associated costs of £500 in any membership year) to promote and hold, either alone or jointly with any other association, club or persons, training, meetings, expeditions, competitions and races or as the case may be and to offer, give or contribute towards prizes medals and awards for the event or activity and to promote, give or support dinners, balls, concerts and other entertainments;
- 4.11 To establish, promote or assist in establishing or promoting, and to subscribe to, or become a member of, any other associations or clubs whose objects are similar or in part similar to the objects of the club, or the establishment or promotion of which may be beneficial to the club provided that no subscription may be paid to any such other association or club out of the funds of the club, except bona fide in furtherance of the objects of the club;
- 4.12 To support and subscribe to any charitable or public body and any institution, society or club that may be for the benefit of the club or its members, or may be connected with waterskiing boating and personal watercraft ownership or associated activities;
- 4.13 To give Christmas boxes or charitable aid to any person who may have served the club, 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 club;
- 4.14 To invest and deal with the money of the club not immediately required upon such securities and in such manner as may from time to time be determined;
- 4.15 To borrow or raise and give security for money debentures, debenture stock, bills of exchange, or other obligations or securities of the club or by mortgage or charge upon all or any part of the property of the club;
- 4.16 To do such things as the directors consider to be in the best interests of the club; and
- 4.17 To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

5 Membership

- 5.1 The maximum number of members with which the club proposes to be registered is unlimited, subject to there being no more than 30 boat owning members from time to time, but the directors may, whenever the business of the club requires it, authorise an increase of boat owning members.
- 5.2 Everyone that is a boat or watercraft owner, or boat crew member shall be eligible for full membership provided that:
- 5.2.1 they are 18 years of age or over;
 - 5.2.2 they demonstrate competency around water, and on the foreshore;
 - 5.2.3 they sign an undertaking that they absolve (insofar as they are lawfully able to) the club, its directors and Committee members from liability for any injury or damage to their property or themselves whilst engaged in activities of the club or while using the club's equipment.
- 5.3 The first members of the club are the subscribers to the memorandum of association, and every person who at the date of incorporation of the club had paid their membership fees, and was a member of, the unincorporated club known as Foreness Waterski and Boat Club referred to in paragraph 4.1 above, and who, on or before 1 April 2013, or during such extended period as the directors may determine, signs and delivers to the secretary of the club the form of membership prescribed by the directors together with any membership fees due.

6 Liability of members

- 6.1 The liability of each member is limited to £10, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:
- 6.1.1 payment of the club's debts and liabilities contracted before he ceases to be a member;
 - 6.1.2 payment of the costs, charges and expenses of winding up; and
 - 6.1.3 adjustment of the rights of the contributories among themselves.

7 Proposal of members

- 7.1 Except as provided in articles 5.3 and 11 every candidate for membership of the club must be proposed by one member of the club and seconded by another member of the club, both of whom the candidate must be personally known, or they have made due enquiries into his character as a fit and proper person and who are to be responsible for his eligibility.
- 7.2 The application for membership of every candidate must be in writing, signed by the candidate and his proposer and seconder, and must be in the form that the directors from time to time prescribe.

8 Subscriptions

- 8.1 The club's membership year shall run from 1 April to 31 March.
- 8.2 The annual and other subscriptions and joining fee (if any) payable by members of the club are to be such as the directors from time to time prescribe. The failure by a member to make payment promptly by 31 March for the membership year commencing 1 April in that year (in such form as the directors may from time to time determine) shall cause a joining fee to become payable unless waived at the directors' absolute discretion.
- 8.3 Every application for membership must be accompanied by a remittance to cover the joining fee (if any) and the appropriate subscription from the date of application to the 31st March in the membership year in question, and in the event of non-admission the remittance must be returned to the candidate. New members joining part way through a membership year will be responsible for the full annual subscription and joining fee (if any), unless the directors resolve otherwise.

9 Life members

- 9.1 On the recommendation of the directors any person being a member of the club may, at any general meeting of the club, be elected a life member of the club without any special payment for such life membership.
- 9.2 A two-thirds' majority of those present and entitled to vote is necessary for election of a life member.
- 9.3 Every life member is entitled to all the privileges and subject to all the duties of a member of the club during his life (subject, nevertheless, to the provisions of article 16) without any further

payment, annual or otherwise, except in respect of his guarantee contained in clause 6 above which shall continue to apply.

10 Distant and overseas members

The directors may provide by resolution for members residing beyond a radius of 100 miles from the clubhouse and having no business or private address within that radius other than that of a club, and members intending to reside abroad for one year or more (overseas members) to continue as members on payment of a reduced subscription decided from time to time by the directors.

11 Temporary and other members

11.1 The directors of the club may, upon such terms and subject to such limits on numbers and regulations as they may from time to time deem advisable and subject to article 7, propose as members of the club:

11.1.1 persons who are visiting the district of Thanet;

11.1.2 persons who may avail themselves of all the amenities of the clubhouse and premises of the club (so long as they have been adequately trained and entitled to use facilities as such) but who do not own a boat or personal watercraft at any time ('social members'); and

11.1.3 honorary members,

and may provide for arrangements whereby persons related to members and under the age of 18 are able (subject at all times to their parent and/or guardian undertaking to take responsibility for their safety and participation in any club activities) to receive benefits made available by the club without formally subscribing for membership in it until such time as they attain the age of 18.

12 Election of members

12.1 Every candidate for election (including candidates for election to the special classes of membership specified in article 11) must be balloted for by the directors of the club and 3 objections will exclude the proposed membership application.

12.2 The name, address and description of every candidate, and the names of his proposer and seconder must be sent to the secretary in writing, and these particulars must be available to the

directors and committee at least 7 days before the ballot or such other time as all the directors and committee agree.

- 12.3 On the unanimous recommendation of the directors in meeting duly convened, the ballot may take place before the expiration of 60 days but not earlier than 2 days after the application of the candidate is received and not without the application being made available to the directors and committee.

13 Rights of members

- 13.1 Subject to the express provisions of these articles and to the memorandum of association, and to any rules and byelaws made by the directors of the club as provided below for the time being in force, 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 directors from time to time determine, with whatever meals, refreshments and things are provided by the club for the use of its members.
- 13.2 Subject to the provisions of these articles, every fully paid up member over 18, is entitled to all the rights and subject to all the duties of a member of the club, with the exception of overseas, temporary, and honorary members who do not have the right to nominate or be elected as officers or directors of the club.

14 Notice of resignation

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 of the club by 1st March in any year, failing which the member may be liable to pay the subscription for the next year.

15 Non-payment of subscriptions

Any member whose annual subscription is unpaid on 31st March in any year ceases to be a member of the club will be required to return all club property and keys, and shall forfeit all rights in and claims upon the club and its property unless the directors suspend the operation of this provision, which they may do as regards any particular member on such terms as they determine at their discretion.

16 Expulsion of members

- 16.1 If the conduct of any member is, in the opinion of the directors, injurious to the character of the club or objectionable in any respect, that member may be required by the directors to resign, and, if he does not resign within one week, the member may (after he has been given the opportunity to justify or explain his conduct) be expelled by resolution of the directors and then ceases to be a member of the club, whereupon all sums that have been paid by the member are forfeited.
- 16.2 A member expelled under this article may appeal by giving written notice of appeal to the secretary within 10 days from the posting of the notice of expulsion.
- 16.3 Upon receipt of a notice of appeal a special general meeting must be convened within 14 days of receipt of such notice and, if that meeting passes a special resolution rescinding the expulsion, then the member must be reinstated as from the date of the resolution.
- 16.4 If any member is convicted on indictment of any criminal offence (other than a motoring offence, save where the directors resolve otherwise), that member shall immediately cease to be a member of the club but any person so ceasing to be a member may be readmitted to membership by the directors at their discretion. Members shall give the directors notice as soon as they become aware of any prosecution, the subject matter of which may later attract the application of this article.
- 16.5 Any member expelled in accordance with these articles, or otherwise ceasing to be a member of the club, shall return all club property and keys and shall forfeit all rights to or claims upon the club or its property or funds or for any return of fees paid and remains liable for any outstanding fees or charges due from him at the date of expulsion or cessation.

17 Rights of members personal

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

18 Annual general meeting

- 18.1 The club must hold a general meeting during the month of February each year as its annual general meeting in addition to any other meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.
- 18.2 The annual general meeting must be held at such time and place as the directors appoint.

19 Special general meetings

- 19.1 All general meetings other than annual general meetings must be called special general meetings.
- 19.2 The directors may, whenever they think fit, and must, on a requisition made in writing by at least 10 members or members representing not less than one-tenth of the total voting rights of all the members having at the date of deposit of the requisition a right to vote at general meetings, whichever is the lesser, convene a special general meeting.
- 19.3 Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the club or such other address as the directors may from time to time notify to members is the address of the club's secretary.
- 19.4 On receipt of the requisition the directors must immediately proceed to convene a special general meeting.
- 19.5 If the directors do not proceed to call a meeting within 21 days from the date of deposit of the requisition, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may convene such a meeting.

20 Notice of meetings

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

21 Quorum

- 21.1 No business may be transacted at a general meeting unless a quorum is present.
- 21.2 Save as otherwise provided in these articles, 7 members personally present is a quorum.
- 21.3 If within half an hour from the time appointed for the meeting a quorum of members is not present, or, if during a meeting such a quorum ceases to be present:
- 21.3.1 if the meeting was convened on the requisition of members, it must be dissolved;
- 21.3.2 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 directors may determine and, 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.

22 Chairman

- 22.1 The Chairman (being a director of the club) and failing him another director, must preside as chairman at every general meeting of the club.
- 22.2 If there is no such chairman, or, if at any meeting he is not present within 15 minutes of the time of holding the meeting, the members present may elect one of their number who is a director to be chairman of the meeting.
- 22.3 If there is no director present, the meeting will be adjourned to such time and place as the directors may determine.

23 Adjournment

- 23.1 The chairman may, with the consent of a 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.
- 23.2 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.

24 Passing of resolutions

- 24.1 At any general meeting:
 - 24.1.1 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
 - 24.1.2 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 6 members having the right to vote at the meeting or by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.
- 24.2 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.

25 Voting rights

- 25.1 Every member of the club may attend general meetings of the club but only fully paid up members whose names appear on the membership records of the club and who are over the age of 18 may vote at such meetings.
- 25.2 No member may vote at any meeting unless all the money then due from him to the club has been paid.
- 25.3 Every member of the club entitled to vote has one vote (whether on a show of hands or a poll) and no more.

26 Proxy voting

- 26.1 A member may vote either personally or by proxy (whether on a poll vote or otherwise).
- 26.2 A proxy must be appointed in writing under the hand of the appointor.
- 26.3 The instrument appointing a proxy must be deposited at the registered office of the club not less than 48 hours before the time of holding the meeting at which the person named in such instrument proposes to vote.
- 26.4 Any instrument appointing a proxy must be in the following form:

FORENESS WATERSKI AND BOAT CLUB LIMITED

[I (or) We], (*name*) of (*address*), being [a member (or) members] of the above named club, appoint (*name*) of (*address*), or, failing him, (*name*) of (*address*), as [my (or) our] proxy to vote in [my (or) our] name[s] and on [my (or) our] behalf at the [annual (or) special] general meeting of the club to be held on (*date*) and at any adjournment.

Dated.....

(*signature(s) of member(s)*)

27 Directors

- 27.1 The directors of the club shall be the Chairman, Secretary and Treasurer of the club (the first such post holders being Steve Royce, Kelvin Godfrey and Robin Field respectively) plus up to 2 other members of the club on the Committee elected from time to time by the Chairman, Secretary and Treasurer.

- 27.2 The directors shall meet no less than 4 times a year. 3 directors are a quorum at a directors' meeting.
- 27.3 A meeting of directors shall be called by no less than 7 day's notice unless otherwise agreed by all directors.
- 27.4 The directors shall make decisions on a majority basis. In the case of equality of votes, the Chairman shall have a casting vote.

28 Committee

- 28.1 The Committee shall consist of paid up members of club elected at the annual general meeting of the club, or in the case of the Committee for the year commencing 1 April 2013, elected by the members of the unincorporated body referred to at article 4.1.
- 28.2 The Committee shall consist of up to 7 persons or such greater number as the directors may from time to time resolve. The quorum for Committee shall be such number as the directors may from time to time resolve. Committee shall make decisions on a majority basis.
- 28.3 The Committee's purpose shall be to provide guidance and support to the directors in the operation of the club and its activities. Persons on the Committee shall not be officers of the club for the purposes of the Act.

29 Remuneration

- 29.1 No director or officer of the club, may receive any remuneration for his services in the capacity of director or officer but nothing contained in these articles shall prohibit:
- 29.1.1 reimbursement by the club of out of pocket expenses reasonably and properly incurred by the directors in the club's best interest;
- 29.1.2 the directors from resolving to provide a person connected to the club with a gift or benefit not costing the club more than £200 in thanks for service rendered to the club.

30 Age limits

Directors must be aged 18 or over.

31 Retirement of directors and Committee members

- 31.1 At every annual general meeting of the club, the Committee members and all directors other than the directors holding the posts of Chairman, Secretary and Treasurer must retire from office.
- 31.2 The retiring Committee members are eligible for re-election at the same or any other general meeting of the club.
- 31.3 The directors holding the posts of chairman, secretary and treasurer would in the absence of this article retire at the same time, they must retire in the following order Secretary, Treasurer, Chairman.
- 31.4 Subject to article 31.3, each of the Chairman, Secretary and Treasurer shall retire at the first annual general meeting of the club occurring after they have held the post for 5 years (which period shall be deemed to include any time spent occupying a similar post for the unincorporated association referred to in article 4.1) and shall be eligible for re election.

32 Election of Chairman, Treasurer, Secretary and Committee members

Subject as provided above, the election of the Chairman, Treasurer, Secretary and Committee members shall take place in the following manner:

- 32.1 Any 2 members of the club may nominate any other member to serve as the Chairman, Treasurer, Secretary or a Committee member (as applicable) of the club, having previously received his consent.
- 32.2 A list of the candidates' names should be available to the directors at least 14 days immediately preceding the annual general meeting.
- 32.3 Balloting lists must be prepared (if necessary) containing the names of the candidates.
- 32.4 Each member present at the annual general meeting and qualified to vote may vote for any number of candidates not exceeding the number of vacancies.
- 32.5 If insufficient candidates are nominated, the directors may elect a member or members to fill the remaining vacancy or vacancies.
- 32.6 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.
- 32.7 If 2 or more candidates obtain an equal number of votes, the directors must select by lot from such candidates the candidate or candidates who is or are to be elected.

33 Casual vacancies

- 33.1 All casual vacancies arising amongst the directors or the Committee shall be filled by a consenting member elected by the directors.
- 33.2 Any director or any officer appointed to fill a casual vacancy must retire at the following annual general meeting.

34 Removal of directors

- 34.1 The office of a director is vacated if:
 - 34.1.1 his membership of the club is terminated in accordance with article 16;
 - 34.1.2 he absents himself from meetings of the directors for a continuous period of 3 calendar months without special leave of absence from the other directors;
 - 34.1.3 he gives the directors 6 calendar month's notice in writing that he resigns his office, or
 - 34.1.4 he is removed by special resolution passed at a general meeting of the club.

35 Accounts

- 35.1 The directors of the club must ensure that proper books of account are kept in respect of:
 - 35.1.1 all sums of money received and expended by the club and the matters in respect of which the receipts and expenditure take place; and
 - 35.1.2 the assets and liabilities of the club.
- 35.2 The books of account must be kept at the registered office of the club, or at such other place or places as the directors think fit, and must always be open to the inspection of the directors.
- 35.3 The directors 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.
- 35.4 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.
- 35.5 The club shall maintain a level of reserves which the directors, from time to time, consider prudent being no less than the sum of rent and (where the directors so resolve) rates and insurances that will fall due and payable by the club in the 12 month period that follows pursuant to any lease or licence arrangement entered into between the club and Thanet District Council

and any other third party to whom the club shall be liable in respect of the same from time to time.

36 Presentation of accounts

- 36.1 Once at least in every year the directors must lay before the club in general meeting an account of income and expenditure for the period since the preceding account.
- 36.2 A balance sheet must be made out in every year and laid before the club in general meeting, made up to a date not more than 6 months before such meeting.
- 36.3 A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these articles 21 days prior to the meeting.
- 36.4 Every account and balance sheet must be accompanied by a report of the directors and the account, report and balance sheet must be signed by 2 directors and countersigned by the secretary.

37 Powers of directors

- 37.1 The directors of the club 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.
- 37.2 The directors may act notwithstanding vacancies.
- 37.3 The directors of the club may cause the club to enter into arrangements to raise or borrow for the purposes of the club any sum or sums of money as they consider to be in the best interest of the club.

38 Byelaws

- 38.1 The directors of the club may from time to time make, alter and repeal any byelaws they consider necessary or expedient or convenient for the proper conduct and management of the club, and in particular, but not exclusively, they may by such byelaws:

- 38.1.1 regulate 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;

- 38.1.2 fix the times of opening and closing the clubhouse, and premises of the club or any part of them and the permitted hours for the supply of alcohol;
 - 38.1.3 promulgate the rules to be observed by members of the club on or near the premises of the club;
 - 38.1.4 prohibit particular activities on or near the premises of the club entirely or at any particular time or times;
 - 38.1.5 regulate the conduct of members of the club in relation to one another and to the club's staff;
 - 38.1.6 set aside the whole or any part or parts of the club's premises for gentlemen members, women members or any other class or classes of members, at any particular time or times, or for any particular purpose or purposes;
 - 38.1.7 impose fines for breach of any byelaw or any article of association of the club; and
 - 38.1.8 regulate all matters that are commonly the subject of club rules.
- 38.2 The directors must adopt whatever means they consider sufficient to bring all byelaws, alterations and repeals to the notice of the members of the club and, for the avoidance of doubt, shall be entitled to introduce such measures with immediate effect so as to comply with legal requirements and/or to address any matter which they consider may give rise to liabilities to members or other persons.
- 38.3 All byelaws, so long as they are in force, are binding on all members of the club.
- 38.4 No byelaws may be inconsistent with, or affect or repeal anything contained in, the articles of association of the club, or be in breach of any statutory provision.
- 38.5 Any byelaw may be set aside by a special resolution of a general meeting of the club.
- 38.6 Each member agrees to use all reasonable endeavours to:
- 38.6.1 put a stop to any infringement of any club rules or byelaws coming to their attention, and agrees to report them to the Committee as soon as possible by notifying the Secretary;
 - 38.6.2 to represent the club at all times, and shall not to bring the club or Committee into disrepute, or publicise the club in bad "press" verbally or in writing;
 - 38.6.3 uphold the good name of the club and shall abide by the rules and regulations in force at any time;
 - 38.6.4 be courteous and considerate to all fellow club members and their guests;

38.6.5 respect the property of the club and shall report to the Committee any infringements of the rules, or damage to the club's property, fixtures and fittings or equipment as soon as possible.

38.7 Each member agrees it is their responsibility to ensure that their guests are duly signed in to premises belonging to the club and to ensure that such persons abide by all the club's rules and regulations whilst using its facilities, failing which the relevant member may be the subject of temporary suspension or cancellation of membership.

39 Delegation

39.1 The directors of the club may delegate any of their powers to a committee or committees appointed by the directors and made up of the directors and/or members of the Committee.

39.2 In the exercise of the powers delegated to it, any committee must conform to any regulations prescribed by the directors.

39.3 Any delegation of powers or appointment of a committee may be recalled or revoked by the directors at any time.

40 Audit

Where so required by the Act, an auditor or auditors must be appointed whereupon his or their duties shall be regulated in accordance with the Act.

41 Seal

41.1 The directors must provide for the safe custody of the common seal of the club.

41.2 The seal of the club must not be affixed to any instrument except by the authority of a resolution of the directors and in the presence of:

41.2.1 at least 2 directors; and

41.2.2 the secretary or another person appointed by the directors for the purpose or an independent witness.

41.3 The 2 directors and the secretary or the other person appointed as the independent witness must sign every instrument to which the seal of the club is affixed in their presence.

42 Winding-up

- 42.1 If on 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 or distributed among the members of the club, but shall be given or transferred to a body or unincorporated association chosen by the members of the club at or before the time of the winding up or dissolution having objects similar to its own or to another body or unincorporated association the objects of which are the promotion of sport and anything incidental or conducive to it.
- 42.2 Nothing in article 35.5 shall preclude the directors from taking any steps which they consider appropriate to put the club into liquidation or administration.

43 Notices

- 43.1 A notice may be given by the club to any member personally, by sending it by post in a prepaid envelope addressed to the member at his registered address, by emailing it to the email address set out in that member's application for membership or otherwise notified to the Secretary from time to time as his email address for service of notices, or by posting it in a conspicuous place in the club room of the club.
- 43.2 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. Where notice is sent by email, service of the notice is deemed to be effected on despatch of the email to the properly entered email address given by the relevant member in accordance with article 43.1.

44 Indemnity

- 44.1 Subject to article 44.2, a director of the club may be indemnified out of the club's assets against:
- 44.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the club;
 - 44.1.2 any liability incurred by that director in connection with the activities of the club;
 - 44.1.3 any other liability incurred by that director as an officer of the club.
- 44.2 This article 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.

45 Insurance

45.1 The directors may decide to purchase and maintain insurance, at the expense of the club, for the benefit of any relevant director in respect of any relevant loss.

45.2 In this article:

45.2.1 a “relevant director” means any director or former director of the club or an associated company,

45.2.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant director in connection with that director’s duties or powers in relation to the club.

46 Headings

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

(signatures of subscribers)

Witnesses to the above signatures:

(Signatures and addresses of witnesses)