

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

NEWPORT BOAT CLUB LIMITED

Company No 14590433

24 August 2023

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
NEWPORT BOAT CLUB LIMITED (the "Company")
(Adopted by special resolution passed on 1 April 2023)

Interpretation, objects and limitation of liability

1. Interpretation

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

AGM: means the annual general meeting of the Company described in Article 23.1

Articles: means the Company's articles of association for the time being in force;

Applicants: has the meaning given to it in Article 12.3;

Bar Manager: means the person appointed by the Company to manage the bar at the Company Premises for the time being and from time to time;

Bar and Social Committee: has the meaning given to it in Article 10.1;

bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

CAM: means the person appointed by the Company to be the Company administration manager for the time being and from time to time;

Chair: means the chairperson of the corresponding committee of the Company;

Commodore: means the Officer described in Article 7.4(a);

Company Burgee: means the burgee of the Original Club;

Company Premises: means the premises at which the Company carries out its objects, which at the Effective Date is Clwb Cychod Trefdraeth / Newport Boat Club, Y Parrog, Trefdraeth / Newport, Pembrokeshire SA42 0RP;

Conflict: means a 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;

Constitution and Rules: means the Constitution and Rules of the Original Club dated 4 July 2018.

director: means a director of the Company and includes any person occupying the position of director, by whatever name called;

document: includes, unless otherwise specified, any document sent or supplied in electronic form;

Effective Date: means 3 April 2023;

EGM: means any extraordinary meeting of the Company as described in Article 24.1;

electronic form: has the meaning given in section 1168 of the Act;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of the Management Committee (but excluding in relation to the authorisation of a Conflict pursuant to Article 8.3, any director whose vote is not to be counted in respect of the particular matter);

Facilities Committee: has the meaning given to it in Article 10.1;

Full Member Entitlements: has the meaning given to it in Article 15.1;

General Meetings: means AGMs and EGMs;

Interested Director: has the meaning given in Article 8.3(a);

Juniors: means the person described as such in Article 13.2(b);

Licensing Act: means the Licensing Act 2003;

Management Committee: has the meaning given to it in Article 8;

Member: means a person who has been admitted as a member of the Company pursuant to Article 12 whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

Membership Secretary: means the Officer described in Article 7.4(g);

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles;

Officers: has the meaning given to it in Article 7.2;

Original Club: has the meaning given to it in Article 2.2;

Original Club Register: means the register maintained by the Original Club and detailing all members of such Original Club;

ordinary resolution: has the meaning given in section 282 of the Act;

Partial Entitlements: has the meaning given to it in Article 16.1;

participate: in relation to a meeting of the Management Committee, has the meaning given in Model Article 10;

President: means the honorary position described in Article 7.5;

Rear-commodore: means the Officer described in Article 7.4(c);

Register of Members: means the statutory register of all Members to be maintained by the Company in accordance with the Act;

Sailing and Boating Committee: means the committee described in Article 9;

Secretary: means the Officer described in Article 7.4(e);

Secretary (Sailing and Boating) means the Officer described in Article 7.4(d);

special resolution: has the meaning given in section 283 of the Act;

Standing Committees: has the meaning given to it in Article 10.1;

Specified Persons: means the person described as such in Article 13.2(a);

Subscriptions: has the meaning given to it in Article 19.1;

subsidiary: has the meaning given in section 1159 of the Act;

sum remaining: has the meaning given to it in Article 5.2;

Treasurer: means the Officer described in Article 7.4(f);

Vice-commodore: means the Officer described in Article 7.4(b); and

writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an **Article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6 Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 The following Model Articles shall not apply to the Company:
 - (a) 1 (Defined terms);
 - (b) 2 (Liability of Members);
 - (c) 9(1) (Calling a directors' meeting);
 - (d) 11(2) and (3) (Quorum for directors' meetings);
 - (e) 12 (Chairing of directors' meetings)
 - (f) 13 (Casting vote);
 - (g) 17(1) (Methods of appointing directors);
 - (h) 19 (Directors' Remuneration)
 - (i) 20 (Directors' expenses)
 - (j) All Model Articles (21-33 inclusive) of PART 3 of the Model Articles;
 - (k) 35 (Company seals);
 - (l) 38 (Indemnity);

(m) 39 (Insurance).

1.9 Model Article 3 (Directors' general authority) shall be amended by the insertion of the words "in accordance with its objects" after the words "the management of the Company's business".

1.10 Model Article 7 (Directors to take decisions collectively) shall be amended by:

- (a) the insertion of the words "for the time being" at the end of Model Article 7(2)(a); and
- (b) the insertion in Model Article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- (c) the insertion of the words at the end of Model Article 7(2) "A sole director shall be entitled to exercise all powers and discretions conferred on the directors by the Act or the Articles and that nothing in these Articles is to be construed as requiring the company to have more than one director".

2. Objects and Original Club

2.1 The objects for which the Company is established is to promote and facilitate such on-water and social activities as shall be deemed likely to be of benefit and/or interest to the Members, and to provide and maintain a clubhouse.

2.2 It is acknowledged that there exists a club, called Clwb Cychod Trefdraeth/Newport Boat Club established as an unincorporated members association in 1976 (the **Original Club**). It is further acknowledged that the Company has been established to be the vehicle through which all activities and property of, and all rights and liabilities of the members in, the Original Club are to be run, owned, managed and reflected all in substitution for those of the Original Club in all respects.

3. Powers

In pursuance of the object set out in Article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets. The total amount of such borrowing shall not exceed 50 per cent of the annual subscription income received by the Company;

- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;
- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) make charitable and other donations from Company funds where and when deemed appropriate by the Management Committee;
- (g) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (h) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (i) enter into contracts to provide services to or on behalf of other bodies;
- (j) provide and assist in the provision of money, materials or other help;.
- (k) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (l) incorporate subsidiary companies to carry on any trade; and
- (m) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in Article 2.

4. Income

- 4.1 The income and property of the Company from wherever derived shall be applied solely in promoting the Company's objects.
- 4.2 Save as set out in Article 5.2, no distribution shall be paid or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or
- (d) reasonable out-of-pocket expenses properly incurred by any director.

5. Winding up

5.1 The Company may be dissolved by a special resolution of the Members.

5.2 On the winding-up of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid (the **sum remaining**), shall be distributed to the Members as follows:

- (a) Each Member shall be awarded one point for each completed year that that person has been a member of the Original Club and one point for each completed year that that person has been a Member;
- (b) The total number of points shall be counted and the total sum remaining shall be divided by this number so that each point has a monetary value;
- (c) The sum remaining shall then be distributed to Members based upon the number of points that they hold multiplied by the calculated monetary value of each point.

6. Guarantee

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 he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

7. Directors and Officers

7.1 Unless otherwise determined by ordinary resolution, the Company shall have no more than 13 directors.

7.2 Up to seven of the Company's directors shall also be designated officers of the Company (as set out in Article 7.4) (**Officers**). There shall be no more than six directors who are not also Officers.

- 7.3 All directors shall be appointed by the Members at an AGM or EGM. All directors shall be appointed for the following periods:
- (a) All directors who are also Officers shall be appointed for one year, after which they must resign but are eligible for re-election at the following or any subsequent AGM or EGM;
 - (b) All directors who are not also Officers shall be appointed for three years, after which they must resign but are eligible for re-election at the following or any subsequent AGM or EGM.
- 7.4 The Company's Officers, all of whom shall be directors, are elected by the Members in accordance with Articles 7.3 23, and 24. Those Officers and their roles and responsibilities are as follows:
- (a) There shall be a **Commodore**. The Commodore is responsible for all activities of the Company. Following completion of the term of office, the past Commodore shall be an *ex officio* member of the Management Committee for one year.
 - (b) There shall be a **Vice-commodore**. In addition to deputising for the Commodore, the Vice-commodore shall carry out such other duties as may be decided by mutual agreement with the Commodore and approval of the Management Committee.
 - (c) There shall be a **Rear-commodore (Sailing and Boating)**. The Rear-commodore (Sailing and Boating) shall be responsible to the Commodore and the Management Committee for all matters pertaining to the on-water activities of the Company and shall be Chair of the Sailing and Boating Committee.
 - (d) There shall be a **Secretary (Sailing and Boating)**. The Secretary (Sailing and Boating) shall be Secretary of the Sailing and Boating Committee and shall provide such assistance to the Rear-commodore (Sailing and Boating) as shall be mutually agreed.
 - (e) There shall be a **Secretary**. The Secretary shall also be the Company Secretary. The Secretary shall report to the Commodore and the Management Committee. In addition to any statutory obligations of the Secretary as Company secretary, the Secretary shall be responsible for:
 - (i) conducting the correspondence of the Company and keeping appropriate records thereof;
 - (ii) taking and keeping minutes of meetings of the Management Committee, AGMs and EGMs of the Company, and ensuring that such minutes are agreed to be true records at the next meeting of the appropriate body;
 - (iii) arranging for the preparation, availability and distribution of such agenda and other papers as may be needed for any meetings of the Management Committee, AGMs and EGMs, excepting where such papers are reports of Officers, Standing Committees, sub-committees and/or working groups of the Company;

- (iv) writing and submitting such reports and information as shall be deemed necessary or required to appropriate media; and
 - (v) carrying out any other duties and responsibilities as shall be agreed by the Management Committee.
- (f) There shall be a **Treasurer**. The Treasurer shall report to the Commodore and the Management Committee and shall be responsible for:
 - (i) keeping an accurate record of all financial transactions, such record to show a true and fair view of the state of the finances of the Company, and to present such record to the Management Committee at regular intervals;
 - (ii) advising the Commodore, the Management Committee and its Standing Committees, sub-committees and working groups on financial matters;
 - (iii) ensuring that an appropriate level of insurance cover is provided and maintained, at the expense of the Company, for the Company's property and activities and Company Premises, and that insurance premiums are paid as and when due;
 - (iv) providing the auditors of the Company with sufficient information to enable them to prepare a set of statutory accounts for each financial year for presentation to the Management Committee for agreement and subsequently to the Membership at an AGM for approval;
 - (v) causing all returns as may be required by law in relation to the said accounts to be rendered at the due time and in the due place;
 - (vi) ensuring that all financial matters of the Company are conducted with due probity.
- (g) There shall be a **Membership Secretary**. The Membership Secretary will be aided in their duties by the CAM and such other staff members as shall be agreed by the Management Committee. The Membership Secretary shall report to the Commodore and the Management Committee. The duties of the Membership Secretary, working in conjunction with the CAM, shall include:
 - (i) receiving and processing applications for Membership and collecting the appropriate entry fee and subscription from such applicants;
 - (ii) ensuring that applicants for Membership have been properly proposed and seconded, and causing applications to be displayed on a Company notice board for not less than 48 hours;
 - (iii) if no objections have been received and the correct fees and subscriptions have been paid, presenting a list of Membership applicants to the next convenient Management Committee Meeting for ratification and advising the Management Committee, in confidence, where objections to Membership have been made. The Management Committee's decision shall be final;

- (iv) formally notifying applicants for Membership of the success or otherwise of their applications;
- (v) issuing membership cards to successful applicants;
- (vi) supplying replacement membership cards where necessary to Members at whatever fee may be decided by the Management Committee from time to time;
- (vii) maintaining on behalf of the Company and the Secretary, an up-to-date register of names, postal and email addresses of Members and all Applicants, Juniors and Specified Persons together with, where appropriate, year admitted to the Company and any other statutory requirements, such register to be kept at the Company Premises and to be available to such Members and staff as may legitimately require access;
- (viii) collecting such subscriptions as shall be due from Members and accounting for such monies to the Treasurer;
- (ix) reporting any Members whose subscriptions are in arrears to the Management Committee;
- (x) keeping, in a secure and confidential place, such data on Members and Designated Persons as may be legally permitted and deemed necessary by the Management Committee;
- (xi) establishing and maintaining a waiting list if so required by the Management Committee.

7.5 The Company shall have a **President** who will be elected by the Members in accordance with Articles 7.3, 23, and 24. The President shall not be a director or officer of the Company and shall have no powers in respect of the Company's affairs.

8. The Management Committee

8.1 The directors of the Company shall together form a board (referred to as the **Management Committee**). Overall control of the Company is vested in the Management Committee.

8.2 The Management Committee shall conduct its business as follows:

- (a) The Management Committee shall be responsible to the Commodore and the Members for the orderly and efficient conduct of the Company and its affairs and shall manage the Company in accordance with these Articles, causing the funds of the Company to be used for objects of the Company in accordance with the powers set out in Article 3.
- (b) The Management Committee shall be empowered to make such byelaws as they shall from time to time think fit, always provided they are not in conflict with these Articles. Such byelaws shall be exhibited on a notice board at the Company Premises and the Company website for not less than five days before implementation and properly

recorded in the Company's records. Normally, byelaws shall be applied until the next AGM or EGM, when they shall be submitted for adoption by Members.

- (c) The Management Committee shall meet at the Company Premises once in each calendar month, unless otherwise agreed by all of the Management Committee.
- (d) Any director may call a meeting of the Management Committee by giving not less than 7 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the Company Secretary to give such notice.
- (e) Each meeting of the Management Committee shall normally be chaired by the Commodore or, in the absence of the Commodore, by the Vice-commodore. If both the Commodore and Vice-commodore are absent, then the Chair for the time being shall be elected by those directors present.
- (f) Subject to Article 8.2(g), five Eligible Directors shall form a quorum, unless the Members have resolved pursuant to Article 7.1 there is to be only one director in office for the time being, then that director shall form a quorum.
- (g) For the purposes of any meeting (or part of a meeting) held pursuant to Article 8.3 to authorise a Conflict, if there is only one Eligible Director in office other than the Interested Director(s), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.
- (h) If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further directors.
- (i) The agenda shall normally be formulated by the Secretary and the Commodore, and shall normally include: apologies for absence; minutes of the last meeting; matters arising; reports from the Treasurer; reports from the Membership Secretary, together with a list of applications for Membership for ratification; reports from the Bar and Social Committee; reports from the Sailing and Boating Committee; reports from the Facilities Committee; reports from working groups of the Management Committee; correspondence of note; the CAM's report; any motions as have been properly proposed and seconded together with any amendments thereto; and any other business.
- (j) The agenda and any associated papers shall be circulated by the Secretary in sufficient time.
- (k) The Management Committee shall be empowered to co-opt members to the Committee in order to fill any casual vacancy that may arise or, for a temporary period, to incorporate special and particular expertise. Such co-options shall end no later than the next AGM or EGM of the Company.
- (l) Eligible Directors shall be entitled to vote. Voting at meetings of the Management Committee shall be by show of hands, except where the Chair deems it appropriate to conduct a secret ballot.

- (m) If the numbers of votes for and against a proposal at a meeting of directors are equal, the Chair of the meeting has a casting vote.
- (n) Article 8.2(m) shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair is not an Eligible Director for the purposes of that meeting (or part of a meeting).
- (o) The Management Committee shall allocate appropriate budgets for each area of activity of the Company, including assigning and overseeing annual and other such apportionments of capital for Company projects as shall be decided.
- (p) The Management Committee shall be empowered to establish such sub-committees, working groups and individual responsibilities as it deems necessary.
- (q) In accordance with Article 3, the Management Committee shall be empowered to engage the services of professional persons or organisations to assist with various aspects of the management and execution of Company affairs, and to set an appropriate remuneration for such services.
- (r) In accordance with Article 3, the Management Committee shall be empowered to borrow money on behalf of the Company to assist with specific projects. The total amount of such borrowing shall not exceed 50 per cent of the annual subscription income received by the Company.
- (s) The Management Committee shall be responsible for human resources matters. This responsibility shall be enacted by the Commodore supported by the Vice-commodore as set out in Article 11.1.
- (t) The Management Committee shall be responsible for health and safety matters. This responsibility shall be enacted by the Commodore supported by the Vice-commodore as set out in Article 11.2.

8.3 If there is a directors' conflict of interest, the following shall apply:

- (a) The directors may, in accordance with the requirements set out in this Article, authorise any Conflict proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty to avoid conflicts of interest under section 175 of the Act.
- (b) Any authorisation under this Article 8.3 shall be effective only if:
 - (i) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (ii) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

- (iii) 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.
- (c) Any authorisation of a Conflict under this Article 8.3 may (whether at the time of giving the authorisation or subsequently):
 - (i) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (ii) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Management Committee or otherwise) related to the Conflict;
 - (iii) provide that the Interested Director shall or shall not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (iv) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (v) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he shall not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and
 - (vi) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.
- (d) Where the directors authorise a Conflict, the Interested Director shall be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- (e) The directors may revoke or vary such authorisation at any time, but this shall not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- (f) 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 remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in a general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.

- (g) Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act, and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (i) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
 - (ii) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (iii) shall be entitled to vote at a meeting of the Management Committee or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;
 - (iv) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (v) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (vi) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

9. The Sailing and Boating Committee

9.1 The Company shall have a **Sailing and Boating Committee** consisting of at least five Members, including the Rear-commodore, the Secretary (Sailing and Boating) and at least one Member each to represent sailing, rowing and such other group on-water activities that warrant representation, elected according to Articles 7.3, 23, and 24. The Rear-commodore shall be Chair of this committee and the Secretary (Sailing and Boating) shall be secretary of this committee. Committee members shall serve for three years, retiring in rotation but being eligible for re-election. The Commodore, Vice-commodore, Secretary and Treasurer are entitled to attend meetings of this committee *ex officio*.

9.2 The Sailing and Boating Committee shall:

- (a) report to the Management Committee via the Rear-commodore and/or Secretary (Sailing and Boating);
- (b) be empowered to co-opt further Members in order to provide such extra expertise and experience as may be thought necessary. Such co-options shall end no later than the next AGM or EGM;
- (c) perform its duties within the annual budget allocated by the Management Committee.

9.3 The duties of the Sailing and Boating Committee shall include:

- (a) being responsible for the implementation and advertisement of a programme of on-water activities;
- (b) producing and maintaining such standard operating procedures as are required for the safe and efficient operation of sailing and boating activities and presenting these to the Management Committee for approval;
- (c) ensuring that Members acting as race officers and/or other officials under the Company Burgee have received appropriate instructions;
- (d) being responsible for training programmes in respect of on-water activities, ensuring that such training is conducted by or under the supervision of appropriately qualified persons, or in accordance with such requirements of the Royal Yacht Association and/or other appropriate bodies as shall be in existence;
- (e) ensuring there is appropriate and sufficient safety cover for the above activities and that where safety craft are used they are well found and handled by appropriately qualified personnel;
- (f) being responsible for the care and maintenance (including preventative maintenance) of all craft, moorings, engines, trophies and ancillary boating equipment owned or leased by the Company, and maintaining a programme of 'writing down' and replacing such equipment and material as necessary;
- (g) maintaining a record of trophy winners and the location of trophies throughout the year;
- (h) arranging for such prize-giving and other events as shall be deemed necessary or desirable, ensuring that all trophies are available in sound order for such events;
- (i) reporting on such activities as are within the Sailing and Boating Committee's remit, including brief details of any spend and takings, at each meeting of the Management Committee;
- (j) if deemed necessary, appointing a bosun who shall report to the Rear-commodore, and who shall be responsible for such duties as shall be decided by the Sailing and Boating Committee. The Sailing and Boating Committee may recommend an appropriate honorarium for the post if necessary. The bosun may also hold other posts in the Company.

10. Standing Committees of the Management Committee

10.1 The Company shall normally have two standing committees (**Standing Committees**) of the Management Committee: the **Bar and Social Committee** (as detailed in Article 10.2(a)); and the **Facilities Committee** (as detailed in Article 10.2(b)). The Commodore, Vice-commodore, Rear-commodore, Secretary and Treasurer are *ex officio* members of Standing Committees. Unless otherwise stated in these Articles, Chairs of the Standing Committees shall be decided by the members of the corresponding Standing Committee. Standing Committees are empowered to co-opt additional Members to incorporate special expertise. Such co-options must end no later than the next AGM or EGM of the Company.

10.2 Details of each of the Standing Committees are as follows:

(a) Bar and Social Committee

- (i) The Bar and Social Committee shall report to the Management Committee and shall be constituted as follows:
 - (A) membership shall be the Treasurer and up to four nominated members of the Management Committee;
 - (B) the CAM and the Bar Manager shall normally attend meetings of the Bar and Social Committee;
 - (C) the Bar and Social Committee shall appoint its Chair at its first meeting after each AGM and shall normally meet once a month;
 - (D) the Bar and Social Committee shall be empowered to spend such sums deemed necessary for the maintenance of adequate bar stock and commodities.
- (ii) The duties of the Bar and Social Committee shall include:
 - (A) laying down the hours when the Company Premises shall be open together with the hours when the supply to Members and the sale to Members' guests of intoxicating liquor are permitted from time to time, such decisions to be ratified at the next meeting of the Management Committee. These hours shall be published in the Company Premises, as shall the hours of opening of public areas of the Company Premises and the sale therein of intoxicating liquor and other provisions, provided always the hours are so fixed in accordance with the provisions of the Company's licence and the Licensing Act or Acts then in force;
 - (B) controlling, in conjunction with the Bar Manager, the ordering, receipt, supply and sale of intoxicating liquor and other commodities including food, goods and Company apparel sold at the Company Premises;
 - (C) ensuring that proper records are kept;

- (D) monitoring staff hours and recommending such appointment of casual bar staff as may be deemed necessary to provide efficient service to Members;
- (E) carrying out stock-taking of bar commodities at such intervals as it deems appropriate;
- (F) ensuring via the CAM that a Company premises certificate is in place, and that such other applications under the Licensing Act, and modifications thereto as may be required from time to time, have been made;
- (G) controlling gaming and amusement only machines in the Company Premises, ensuring that they are properly licensed, maintained and utilised in accordance with the terms of the Company's premises certificate and all applicable law;
- (H) arranging for and providing such entertainment as shall be likely to be of benefit and enjoyment to Members;
- (I) arranging for and providing such activities as the Company may wish to supply for the benefit of the local community and/or national or local charities or other organisations;
- (J) reporting on such activities as are within the Bar and Social Committee's remit, including brief details of any spend and takings, at each ordinary meeting of the Management Committee.

(b) Facilities Committee

There shall be a Facilities Committee consisting of at least three Members nominated by the Management Committee. Reporting to the Management Committee, the Facilities Committee shall be responsible for:

- (i) initiating refurbishment, maintenance, works and projects in all areas of the Company Premises within the budget so allocated by the Management Committee;
- (ii) planning, commissioning and supervising such structural and building work as may be required by the Management Committee;
- (iii) appointing such contractors and professional people as shall be considered appropriate for particular works and services, ensuring that quotations are procured where these are appropriate and deemed necessary;
- (iv) managing the care and maintenance of Company facilities, internal and external, except where these have been delegated to other sub-committees by the Management Committee;
- (v) liaising with the CAM in respect of the appointment and duties of any groundsmen; and

- (vi) ensuring that all activities within the remit of the Facilities Committee are carried out safely and to a high standard within the budget so allocated by the Management Committee.

11. Additional Managerial Provisions

11.1 Human Resources: In accordance with article 8.2(s), the Management Committee, via the Commodore and the Vice-commodore, shall be responsible for human resources (**HR**) matters. These shall include:

- (a) providing HR solutions to reinforce and support the Company's aims and objectives;
- (b) maintaining an efficient and harmonious environment for employees and Members;
- (c) engaging such professional support as may be deemed necessary;
- (d) managing the employment, termination of employment and conditions of staff, except where this is delegated;
- (e) maintaining an effective disciplinary and grievance procedure in accordance with employment law then in force.

11.2 Health and Safety: In accordance with Article 8.2(t), the Management Committee, via the Commodore and the Vice-commodore, shall be responsible for health and safety matters in conjunction with the CAM. Responsibilities shall include:

- (a) advising the Management Committee on all matters pertaining to health and safety at the Company premises and during Company activities;
- (b) ensuring that the requirements of the Health and Safety at Work etc Act 1974, the Fire Safety Act 2021 and any other relevant legislation, and their amendments currently in force, are followed;
- (c) producing and maintaining a written fire risk assessment and fire safety protocol together with a written health and safety policy;
- (d) ensuring that fire safety protocols and testing are adhered to;
- (e) producing, maintaining and recording procedures for the above and ensuring these procedures are followed and properly recorded;
- (f) appointing a child protection officer or officers as needed for the proper protection of children at the Company's Premises or engaged in Company activities. Such officers shall initially report to the Commodore and the Vice-commodore, attending such meetings as are considered appropriate.

11.3 Information Technology (IT): There shall be an IT lead (**IT Lead**), normally the Membership Secretary, appointed by the Management Committee. The IT Lead will be the nominated Data Protection Officer under the Data Protection Act 2018 (**DPA 2018**) and any subsequent amendments thereto. The IT Lead will be supported by the CAM in respect of the Company's IT

operations, and will report to the Commodore and the Management Committee. The responsibilities of the IT Lead, in conjunction with the CAM, will include:

- (a) advising the Management Committee on the Company's IT requirements;
- (b) managing and liaising with the Company's IT contractors as appropriate;
- (c) ensuring that Company's IT systems and equipment are fit for purpose and properly maintained;
- (d) ensuring that members of staff operating the Company's IT systems are competent and properly trained;
- (e) ensuring that, where necessary, the Company complies with the provisions of the DPA 2018 and such other legal requirements as shall then be in force.

12. Members and Applications for Membership

12.1 All persons who were:

- (a) 'Founder Life Members', 'Life Members', 'Vice Presidents', 'Honorary Members' and 'Members' of the Original Club, but excluding in each case any 'Junior Members' (as each those terms are understood in the Constitution and Rules) have agreed to be Members of the Company with effect from the Effective Date with Full Member Entitlements on the terms set out in the corresponding category referred to in Article 13.1;
- (b) 'Junior Members' (as that term is understood in the Constitution and Rules of the Original Club) are automatically deemed to be Juniors as described in Article 13.2(b) with effect from the Effective Date with Partial Entitlements upon and subject to the provisions of Article 13.

12.2 The Company shall admit to Membership an individual who makes a successful application for membership. Applicants for Membership shall be proposed by one Member and seconded by one other existing Member, using the approved form, who are acquainted with the applicant and who can vouch for their suitability as Members of the Company. Applications shall be processed by the Membership Secretary prior to passing to the Management Committee for ratification.

12.3 Persons who have applied for Membership (**Applicants**) may benefit from the Partial Entitlements as set out in Article 16, 48 hours after handing in the properly completed application form including bank instructions, provided no objection to their Membership has been received. This temporary entitlement will be withdrawn if their behaviour is deemed unacceptable, or if their application for Membership is rejected by the Management Committee.

12.4 Persons who apply for Membership in July or August of any year and whose application is successful shall be deemed to be Members until the last day of August of the following year, subject as otherwise set out in these Articles.

12.5 For the avoidance of any doubt, Specified Persons, Juniors, Visitors and Applicants shall not be considered Members unless they have separately been admitted to Membership pursuant to the preceding provisions of this Article 12.

13. Categories of Membership

13.1 The Company shall have five categories of Membership as described below:

- (a) Founder Life Members. Persons who subscribed to the founding of the Original Club in 1975 and who are currently set out as such in the Original Club Register (as at the Effective Date). Following the death of an original subscribing Founder Life Member with a surviving spouse or civil partner that Founder Life Membership shall pass to the spouse or civil partner. Upon the death of the surviving spouse or civil partner, the Founder Life Membership shall expire. Founder Life Members (and their surviving spouse or civil partner) shall be entitled to be Members of the Company for their lifetime without the obligation to pay any Subscription. Founder Life Members shall be afforded Full Member Entitlements for as long as they remain a Member.
- (b) Life Members. Persons who, having paid the appropriate fee, are currently set out as such in the Original Club Register (as at the Effective Date) or the Company's Register of Members. Following the death of an original subscribing Life Member with a surviving spouse or civil partner that Life Membership shall pass to the spouse or civil partner. Upon the death of the surviving spouse or civil partner, the Life Member Membership shall expire. Where a Life Member is under the age of 18 on the first day of the relevant year such Life Member shall be afforded only the privileges of Membership pertaining to their age. Life Members (and their surviving spouse or civil partner) shall be entitled to be members of the Company for their lifetime without the obligation to pay any Subscription. Life Members shall be afforded Full Member Entitlements for as long as they remain a Member.
- (c) Vice-presidents. Persons who, having performed outstanding service to the Original Club or to the Company, as is worthy of such recognition, are so appointed by the Management Committee. Members may also recommend people for this honour. Members so honoured are accorded the duties and privileges of Members for their lifetime without the obligation to pay any Subscription. Vice-presidents shall be afforded Full Member Entitlements for as long as they remain a Member. Upon the death of a Vice-president, the Vice-president Membership shall expire.
- (d) Honorary Life Members. Persons who, having performed such service to the Original Club or to the Company as is worthy of such recognition, are so appointed by the Management Committee. Members so honoured are accorded the duties and privileges of Members for their lifetime without the obligation to pay any Subscription. Honorary Life Members shall be afforded Full Member Entitlements for as long as they remain a Member. Upon the death of an Honorary Life Member, the Honorary Life Member Membership shall expire.

- (e) Members. Persons aged 18 years or over on the first day of September in the relevant year and who have been elected according to Article 12 and whose subscription is maintained. Such persons are accorded the duties and privileges of Members and Members shall be afforded Full Member Entitlements for as long as they remain a Member (provided always the Member pays its Subscriptions).

13.2 In addition to the categories of Membership referred to in Article 13.1 the Company shall afford some or all of the Partial Entitlements to the following categories, as set out in Article 16:

- (a) Specified Persons. The named spouse or civil partner of an existing Member and their named children under the age of 18 on the first day of September of the relevant year (**Specified Persons**). Specified Persons may apply to become full Members on reaching the age of 18 in accordance with the procedure set out in Article 12.
- (b) Juniors. **Juniors** are children under 18 years on the first day of September in the relevant year, who are not Specified Persons and have been elected according to Article 12 and whose subscription is maintained. Such persons shall automatically become full Members on reaching the age of 18 when they will accordingly be afforded Full Member Entitlements. Applications for Juniors require the permission of parents or guardians.
- (c) Visitors. Visiting yachtsmen who anchor in Newport Bay on passage and *bona fide* members of other boating clubs who have made themselves known to an Officer.

14. **Transfer of Membership**

14.1 Except in accordance with Article 14.2, a Member may not transfer his membership to another person.

14.2 When a Founder Life Member or a Life Member dies their Membership shall automatically pass any surviving spouse or civil partner, who shall be entitled to be members of the Company for their lifetime without the obligation to pay any Subscription (as set out in Articles 13.1(a) and 13.1(b)). When the surviving spouse or civil partner dies, the Membership shall expire. When any other Member dies their Membership shall expire.

15. **Full Member Entitlements**

15.1 Any person who is afforded **Full Member Entitlements** may:

- (a) receive the appropriate proportion of any sum remaining in the circumstances set out in Article 5.2;
- (b) use the Company's facilities;
- (c) fly the Company Burgee;
- (d) take part in events organised by the Company;

- (e) be supplied with intoxicating liquor and other provisions at the Company Premises according to any rules of the Company and the requirements of the Licensing Act then in force (and subject always to payment of the applicable charges for such intoxicating liquor and other provisions);
- (f) attend and vote at General Meetings of the Company;
- (g) be elected and serve as a director and/or an Officer of the Company or be elected or co-opted to a committee or working group of the Company;
- (h) introduce guests to the Company Premises subject as set out in Article 22.

15.2 Any person who has Full Member Entitlements must comply with all obligations that apply to Members in these Articles.

16. Partial Entitlements

16.1 The **Partial Entitlements** are:

- (a) use the Company's facilities;
- (b) fly the Company Burgee
- (c) take part in events organised by the Company;
- (d) subject to Article 16.3, be supplied with intoxicating liquor and other provisions at the Company Premises according to any rules of the Company and the requirements of the Licensing Act then in force (and subject always to payment of the applicable charges for such intoxicating liquor and other provisions).

16.2 Subject to Article 16.3:

- (a) Specified Persons, Juniors and Applicants may enjoy all of the Partial Entitlements; and
- (b) Visitors may enjoy all of the Partial Entitlements but only for a temporary period not usually exceeding 48 hours as determined by the corresponding Officer.

16.3 No person under the age of 18 may enjoy the Partial Entitlement referred to in Article 16.1(d).

17. Misrepresentation

17.1 No person shall allow their membership card or identity to be used by another in order to obtain the benefits of membership (including any of the Full Member Benefits or Partial Benefits) or for any other purpose.

18. Resignations

18.1 Where a Member or Junior wishes to resign they should do so by email or letter to the Membership Secretary at the Company with confirmation that their standing order in respect of

any Subscription required of them has been revoked. Any such resignation shall take effect from the last day of August in the subscription year in which the resignation notice was received. Subscription years normally last from September 1st to August 31st of the next calendar year.

19. Subscriptions and Fees

- 19.1 Members' and Juniors' subscriptions (**Subscriptions**) and any entrance fees and card replacement fees shall be decided from time to time by the Management Committee.
- 19.2 The Management Committee may offer concessionary subscriptions to sub-sets of the Membership.
- 19.3 All subscriptions and fees shall be displayed prominently in the Company Premises at all times. If any of these are altered, the revised amounts shall be prominently displayed in the Company Premises for at least 14 days before being implemented.
- 19.4 Members must pay their annual subscriptions on or before September 1st, being the subscription for the following twelve months, by such method as shall be decided by the Management Committee.
- 19.5 If the correct subscription is not paid by the due date then ONE reminder shall be sent. A reminder is deemed to have been issued when an electronic or postal message is sent to the last known email or postal address of the Member or Junior concerned. If the outstanding sums are not paid within 28 days of the issue of the said reminder then the corresponding Membership and Full Member Entitlements or Partial Entitlements (as the case may be) shall lapse and membership terminated. Any monies paid previously and purporting to be a membership subscription shall be forfeited and shall not be refunded.

20. Communications

- 20.1 Members and Juniors are required to provide their current postal and email addresses to the Membership Secretary, ensuring such addresses are up-to-date.
- 20.2 Communication with Members and Juniors shall normally be via the Company website and/or email together with displays on the Company Premises notice board. Where Members or Juniors are unable or unwilling to accept such methods and have requested in writing that communication be by other methods the Company shall normally utilise a 'Print on Demand' system.

21. Obligations and Conduct

- 21.1 Upon admittance to Company Membership and thereafter as a Member of the Company, Members in all categories and Juniors, and Specified Persons are deemed to have taken notice of these Articles and of any Company rules as are in force and by implication have undertaken to comply with such Articles and rules. Any refusal or neglect to do so, or any conduct whether in

the Company Premises or elsewhere which is the subject of complaint or, in the opinion of the Management Committee, is offensive or is likely to have an adverse effect on the Company or bring the Company into disrepute, shall render such person(s) liable to suspension or expulsion or to have its Membership terminated under the following procedure.

21.2 Immediately after the receipt of an allegation or as soon as possible afterwards, a panel normally consisting of the Commodore, the Vice-commodore and an Officer shall speak informally to the alleged offender and shall decide within 24 hours whether in their opinion there is there has been a breach of Article 21.1. If the panel deems at their discretion that Article 2.1 applies, the alleged offender shall be required to absent himself/herself temporarily from the Company Premises during the investigation. If agreement to this is not forthcoming, or if the alleged offender subsequently does not honour such an agreement, the Management Committee shall cause to have displayed in the Company Premises a notice saying that the alleged offender has been temporarily suspended.

21.3 The allegation shall be investigated as follows:

- (a) A date shall be fixed for the Management Committee to meet to consider further action and/or to conduct a hearing, the said meeting normally to take place not before 14 days and not later than 21 days after the panel meeting;
- (b) Normally not later than 7 days before the meeting of the Management Committee the Secretary shall cause written notice of the said meeting to be served upon the alleged offender, at the last address notified to the Company, inviting their presence, accompanied by one companion (who can be another Member) if so desired, at the said meeting. The notice should also indicate that the allegation(s) will be considered whether or not the alleged offender and/or companion appear. The Management Committee may call witnesses in support of the allegation(s) and may, at its sole discretion, accept written testimony;
- (c) At the said meeting, the allegation(s) against the alleged offender shall be recited in the presence of the alleged offender and the companion if in attendance. The alleged offender and companion shall be given the opportunity to answer the allegation(s), question the Management Committee and its witnesses and call such witnesses in defence of the allegations as they deem necessary.
- (d) The Management Committee shall then retire and consider what action should be taken. The Management Committee may decide to:
 - (i) reinstate the alleged offender;
 - (ii) reinstate the alleged offender subject to a warning as to future conduct;
 - (iii) appoint a fixed period of suspension from the Club Premises;
 - (iv) immediately terminate Membership and/or any Full Member Entitlements or Partial Entitlements.

- (e) The decision of the Management Committee shall be final and shall be conveyed as soon as possible orally to the alleged offender and confirmed in writing, normally within five working days of the hearing. The decision shall also be displayed in the Company Premises if:
 - (i) the temporary suspension imposed under Article 21.2 has been lifted; or
 - (ii) any of the actions in sub-Articles (d)(iii) or (d)(iv) of this Article 21.3 have been imposed.
- (f) Following termination of Membership, the Member shall be removed from the Register of Members.
- (g) A Member whose Membership is terminated under this Article shall not be entitled to a refund of any Subscriptions or membership fee and shall remain liable to pay to the Company any Subscriptions or other sum owed by him or her.

22. Guests

- 22.1 As set out in Article 15.1(h), Members may introduce a guest or guests to the Company Premises. No person may be introduced as a guest on more than five occasions in any one calendar year.
- 22.2 On each occasion that a guest is introduced, the corresponding Member must enter the name and address of their guest in the visitors book provided for that purpose and sign such visitors book.
- 22.3 Members must accompany their guests throughout their visit to the Company Premises.
- 22.4 Members shall be responsible for the conduct of their guests during their visit.
- 22.5 Persons visiting the Company Premises as members of a team or their supporters, or participating in an event organised by the Company, may be admitted to the Company Premises as guests of the Company on the signature of the Member authorised to organise that event or of any member of the Management Committee.
- 22.6 The Management Committee reserves the right to exclude any guest from the Company Premises without giving any reason.

23. Annual General Meetings

- 23.1 A general meeting of the Members shall be held annually in August either by way of a physical meeting in Trefdraeth /Newport or otherwise, including by remote electronic or other means, as the Management Committee may deem reasonably necessary from time to time.
- 23.2 Only Members shall be entitled to attend AGMs. Accordingly, Specified Person or Juniors are not eligible to attend any AGM meeting.

- 23.3 Members shall receive not less than 14 days' notice of the meeting together with the agenda, a copy of the Company's accounts for the last financial year and other relevant papers. Such notice shall be by announcement on the Company website and/or by email together with display on the Company Premises notice board, unless otherwise agreed.
- 23.4 AGMs shall normally be chaired by the Commodore. The business of the meeting shall normally include: apologies for absence; minutes of the last meeting; matters arising; consideration of the audited accounts; election of the President, Officers, Management Committee, and Sailing and Boating Committee; Commodore's report; appointment of auditors/accountants; consideration of any properly presented motions; and any other business at the discretion of the Chair. A quorum at this meeting shall be 30 Members.
- 23.5 Candidates for Officer, director or membership of the Management and/or Sailing and Boating Committees shall be proposed and seconded in writing, including by email or other electronic means, by Members eligible to attend the meeting, accompanied by the signature of the candidate, indicating that they are willing to serve if elected. Such nominations shall be made on the form which shall be displayed at the Company Premises and posted on the Company website and must be delivered to the Secretary at least 14 days before the advertised date of the meeting. Voting for such positions shall be made by secret ballot of those eligible and who are present at the meeting.
- 23.6 Ordinary motions for consideration at the AGM shall be proposed and seconded as set out in Article 23.5 and must be delivered to the Secretary electronically or in writing at least 14 days before the advertised date of the meeting. Voting on such motions shall be by show of hands unless otherwise decided by the Chair.
- 23.7 Where *force majeure* invalidates any AGM, the Commodore is empowered to appoint those Officers and other Management Committee members nominated. Such appointments will cease when the standard form of AGM is resumed.

24. Extraordinary General Meetings

- 24.1 An extraordinary general meeting may be called by the Management Committee or by summons of the Membership. Any such summons by Members shall be made in writing to the Secretary and shall be properly proposed and seconded in the same manner as set out in Article 23.5 and supported by the signatures of at least 30 further Members. The reason for calling an EGM shall be specified and where this is to consider a specific motion, such a motion must be additionally proposed and seconded by Members as above.
- 24.2 On receipt of such a summons, the Secretary, in consultation with the Commodore, shall arrange such a meeting either in Trefdraeth/Newport, or otherwise, including by remote electronic or other means, as they may deem reasonably necessary from time to time, as soon as possible and

normally give at least 14 days' notice of any such meeting by announcement on the Company Website and/or email and display on the Company Premises notice board.

24.3 Any such meeting shall normally be chaired by the Commodore who shall decide whether any vote on any motion shall be by ballot or show of hands. A quorum at any EGM shall be 30 Members.

25. Indemnity and insurance.

25.1 Subject to Article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by them as a relevant officer in the actual or purported execution and/or discharge of their duties, or in relation to them including any liability incurred by them in defending any civil or criminal proceedings, in which judgment is given in their favour or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application in which the court grants them, in their capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by them in connection with any proceedings or application referred to in Article 25.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

25.2 This Article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

25.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

25.4 In this Article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

- (c) a **relevant officer** means any director or other officer of the Company, but excluding in each case any person engaged by the Company as auditor (whether or not they are also a director or other officer), to the extent they act in their capacity as auditor).