

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

NEWPORT BOAT CLUB LIMITED

Company No 14590433

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OF

NEWPORT BOAT CLUB LIMITED (the "Company")

(Adopted by special resolution passed on 21 August 2025)

INTERPRETATION AND LIMITATION OF LIABILITY

1. DEFINED TERMS

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

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

Act	means the Companies Act 2006
AGM	means an annual general meeting of the Club
Articles	means these Articles of Association, and Article refers to a particular provision in them
Associate Member	means a Member of the Club who is not a Full Member, and Associate Membership shall be interpreted accordingly
Board	means the full complement of Directors in post from time to time
Boating	means sporting, recreational and other activities carried out in craft of any description powered by the wind or by human or mechanical means, and swimming
Club	means the Company - Newport Boat Club Limited (company number 14590433) - regulated by these Articles
Companies Acts	means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Club
Director	means a Director of the Club, and includes any person occupying the position of Director by whatever name called, including those who are also Officers
electronic form	has the meaning given in section 1168 of the Act
electronic meeting	means a meeting hosted on an electronic platform

electronic platform	includes, but is not limited to, website addresses and conference call systems;
Full Member	means every person who has agreed to become a Full Member of the Club and whose name is entered in the Club's register of Full Members, in accordance with section 112 of the Act, and Full Membership shall be interpreted accordingly
Member	means all Members of the Club, whether Full Members or Associate Members, and Membership shall be interpreted accordingly
Officers	has the meaning given in Article 6.1
ordinary resolution present	has the meaning given in section 282 of the Act, which is a resolution passed by a simple majority of the Full Members present at a general meeting means, for the purposes of physical meetings, present in person, or, for the purposes of electronic meetings, present by electronic means (and references to persons attending by electronic means is defined as attendance at electronic meetings via the electronic platform(s) stated in the notice of such meeting)
Rules	means Rules of the Club from time to time proposed by the Directors and approved by the Full Members in accordance with Article 8.5;
Special Resolution	has the meaning given in section 283 of the Act, which is a resolution of the Full Members passed by a majority of not less than 75% of those present at a general meeting; 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.

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

- a) other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Club;
- b) words in the singular shall include the plural and in the plural shall include the singular; and
- c) a reference to one sex shall include a reference to the other sex.

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

1.5. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any subordinate legislation from time to time made under it, and any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.7. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. LIABILITY OF FULL MEMBERS

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

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

PART 2: OBJECTS & POWERS

3. OBJECTS

3.1. The Club has been established for the following purposes:

- a) to hold all of the assets and liabilities transferred from the precursor unincorporated body known as Newport Boat Club;
- b) to promote and facilitate Member participation in healthy recreation by the provision of facilities for the sport of Boating; and to provide social and other facilities for Members, including a clubhouse and appropriately licensed facilities, as may from time to time be determined by the Directors.

4. POWERS OF THE CLUB

4.1. In pursuance of the objects set out in Article 3.1, the Club has the power to:

- a) establish, maintain and conduct a Boating club;
- b) promote and hold, either alone or jointly with any other association, club or persons, training, outings, meetings, competitions and regattas for the purpose of competitive and recreational Boating (in all the forms included in the definition above) and to offer, give, or contribute towards prizes, medals, and awards;
- c) provide advice or information;
- d) co-operate with other bodies;
- e) accept gifts and raise funds;
- f) borrow money so long as the total amount of such borrowing shall not exceed 50 per cent of the annual subscription income received by the Club and that the loan amount has either been presented to Members in a 5-year plan or is approved by the Full Members at a general meeting;
- g) give security for loans or other obligations;
- h) acquire or hire property of any kind;
- i) let or dispose of property of any kind, including that transferred from the precursor unincorporated body, subject to Article 5.1(b);
- j) set aside funds for special purposes or as reserves against future expenditure;
- k) deposit or invest its funds in any manner;
- l) delegate the management of investments to a professionally qualified and insured financial expert;
- m) insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- n) employ paid or unpaid agents, staff or advisers;
- o) enter into contracts to provide services to or on behalf of other bodies;
- p) establish or acquire subsidiary companies; and

- q) do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

5. DIRECTORS

5.1. The Directors are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club except

- a) those reserved to the Members under Articles 14.4 and 14.5; and
- b) that any transfer of ownership or the mortgaging, leasing or other form of encumbrance or disposal of any or all of the clubhouse or premises at Parrog, Newport must be approved as a Special Resolution at a General Meeting.

5.2. Directors are elected by the Full Members or appointed by Directors in accordance with Article 8.2.

5.3. A Director's term of office automatically terminates if he or she:

- a) ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
- b) is absent without agreement from three consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
- c) in the written opinion of a registered medical practitioner who is treating the Director, has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- d) resigns by written notice to the Directors giving at least three months' notice; or
- e) is removed by the Full Members at a General Meeting.

6. OFFICERS

6.1. The Officers of the Club are the Commodore, Vice-Commodore, Rear-Commodore Boating, Rear Commodore Clubhouse, Treasurer, Company Secretary and Boating Secretary (the Officers), all of whom must be Full Members and Directors and must also meet any other conditions and comply with any duties and responsibilities set out in any Rules.

6.2. Officers shall be elected by the Full Members at the AGM each year or co-opted by the Directors in accordance with Article 8.2. All Officers shall hold office from the conclusion of the AGM in which they are appointed until the conclusion of the AGM the following calendar year. All Officers shall be eligible to stand for re-election, except that no-one may serve as Commodore for more than 3 successive years or as Treasurer for more than 5 successive years.

Candidates for Commodore must have previously served as a director or a member of the management committee for at least 1 year. This requirement may, however, be waived for a suitably qualified candidate subject to a vote at a meeting by a 75% majority of the existing Directors.

6.3 The Club shall have a President who shall be elected by the Full Members at the AGM or co-opted by the Directors in accordance with Article 8.2. The President shall not be a Director or Officer of the Club and shall have no powers in respect of the Club's affairs.

7. DIRECTORS' PROCEEDINGS

7.1. The Directors will meet monthly unless all agree otherwise, but must hold at least 10 meetings each year.

7.2. The quorum for Directors' meetings shall be a majority of the Directors in post at the time, but it must never be less than five. If there are fewer than five Directors in post then the only decisions that the Board may take are to arrange a general meeting or to appoint one or more additional directors.

7.3. A meeting of the Directors may be held either in person and/or by suitable electronic means agreed by the Directors in which all participants may communicate with all the other participants. The notice shall specify whether the meeting shall be an electronic meeting in addition to or instead of the physical meeting.

7.4. The Commodore or (if the Commodore is unable or unwilling to do so) some other Director chosen by the Directors present chairs each meeting.

7.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.

7.6. Every Director has one vote on each issue and, in case of equality of votes, the chairman of the meeting shall not have a casting vote.

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

7.8 Official communication by individual Directors on Club business shall only be conducted through the Club email addresses to ensure that a proper and complete record is kept.

8. DIRECTORS' POWERS

8.1. The Directors may exercise any powers of the Club which are not reserved to the Full Members.

8.2 The Directors may, by a vote of at least 75% of those present, recommend the appointment of additional Directors (who may also be Officers), or a President, to fill vacancies. The recommendation will be communicated to Members and will then come into effect after one week unless at objections are received from at least 10% of the Full Members. Such appointees will hold office for no longer than up to the next AGM, at which they may stand for election.

8.3. The Directors may delegate any of their powers to committees consisting of two or more individuals appointed by them on such terms as they think fit. At least one Member of every committee must be a Director and all proceedings of committees must be reported to the next regular/monthly meeting of Directors. The Directors may revoke any delegation in whole or part or alter its terms and conditions.

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

8.5 The Directors may enact Rules, not inconsistent with the Articles, to govern:

- Conduct of meetings of committees
- The organisational and committee structure for management of the Club's affairs, including the roles of Directors who are not Officers
- The administrative and operational procedures for carrying out the business of the Club.

New or amended Rules will come into effect not less than one week after notification to Members and publication on the Club website, other than those set out in Article 14.5(b) which must be approved by the Full Members at a General Meeting.

9. DIRECTORS' REMUNERATION AND EXPENSES

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

9.2. The Club may pay any reasonable expenses which the Directors properly incur in connection with the discharge of their responsibilities in relation to the Club and claims should be supported by a VAT receipt, wherever practicable

10. CONFLICTS OF INTEREST

10.1. The Directors may, in accordance with the requirements set out in Article 10.2, authorise any situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Club which would, if not authorised, involve a Director breaching his duty under section 175 of the Act to avoid conflicts of interest.

10.2. Any authorisation under Article 10.1 shall be effective only if:

- a) 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;
- b) any requirement as to the quorum is met without counting the interested Director; and
- c) 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.

10.3. 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 Club for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a conflict of interests which has been authorised by the Directors in accordance with these Articles or by the Full Members in 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.

10.4. If a proposed decision of the Directors is concerned with an actual or proposed transaction or arrangement with the Club in which a Director is interested, that Director is not to be counted as participating in the decision-making process for quorum or voting purposes, unless the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest or unless authorised in accordance with Article 10.1.

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

10.6. When all the Directors of the Club are conflicted, the Club shall pass the conflict to the Full Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

11. APPLICATIONS FOR MEMBERSHIP

11.1. Membership is open to any individual who supports the Objects of the Club (as set out in Article 3). Membership is not transferable other than as set out in Rule 8.

11.2. No person shall become a Member unless:

- a) that person has completed an application for Membership in a form approved by the Directors from time to time (which will include an undertaking to abide by the Rules of the Club and to keep the Club informed of a current email address for communications); and
- b) The application has been reviewed as set out in Rule 7.

11.3. Membership is also subject to timely payment of any subscriptions or affiliation fees that may be set by the Directors from time to time.

11.4. The Directors may propose different classes of Membership, and who will be eligible for admission to them and what their rights and obligations will be, subject to approval by members at a General Meeting.

12. HONORARY MEMBERSHIP

12. Nominations for appointment to an honorary class of membership (such as Vice-President or Honorary Life Member) shall be subject to approval of 75% of Board members present at a quorate meeting and submitted for approval by a simple majority of Full Members present (in person or by proxy) at a General Meeting.

13. TERMINATION OF MEMBERSHIP AND DISCIPLINARY PROCEEDINGS

13.1. A Member may withdraw from Membership effective from the end of the subscription year by giving notice to the Club in writing.

13.2. A person's Membership terminates when that person dies or ceases to exist.

13.3. The Membership of any Member may be terminated without his consent as the ultimate sanction in disciplinary proceedings.

13.4. The procedure for disciplinary proceedings against a Member will be set out in the Rules, but will always include the following steps:

- Giving written notice to that Member of the grounds for such proceedings in this case;
- Providing the Member with the opportunity to be heard in writing or in person by a panel of at least three disinterested people;
- Issuing a decision and reasons in writing; and
- Providing a process for appeal to a separate panel of at least three disinterested people who have not been involved in any of the previous stages of the process.

13.5. A Member whose Membership is terminated under Article 13.1 or 13.3 shall not be entitled to a refund of any subscription or Membership fee and shall remain liable to pay to the Club any subscription or other sum owed by him. A Member who leaves the Club under Article 13.2 shall receive no refund of subscription.

13.6 A Member who leaves the Club shall be entitled to a refund of any credit balance with the club. If the Club is unable to effect such a refund, then PROVIDED THAT proper evidence is available to show that all reasonable steps have been taken to trace a Member or former Member then the balance shall be retained against the eventuality of a claim by said Member or former Member or otherwise for a period of three years after which it will revert to the Club as a donation.

PART 5: GENERAL MEETINGS

14. GENERAL MEETINGS

14.1. The Directors shall determine whether a general meeting is to be held as an electronic general meeting as well as or instead of a physical general meeting. Directors may call general meetings

whenever and at such times and places (including electronic platforms) as it shall determine, except that any physical general meeting shall always be held in Newport, Pembrokeshire.

14.2. Full Members are entitled to attend general meetings in person or by electronic means if this has been announced in the notice of meeting.

14.3. Proxy votes are allowed provided that the proxy vote is in writing, clearly identifies the delegating Full Member, and is notified to the Company Secretary at least 48 hours before the meeting.

14.4. The Club must hold a general meeting as an AGM in each year, in addition to any other general meetings in that year and must specify the meeting as the AGM in the notices calling it. At the AGM Full Members must:

- a) receive the accounts of the Club for the previous financial year;
- b) receive a written report on the Club's activities;
- c) elect Directors to fill the vacancies arising; and
- d) appoint reviewers to review the accounts for the Club.

14.5. Members may also, from time to time:

- a) discuss and determine any business put before them by the Directors or set out in a valid request by the Full Members to call a general meeting pursuant to Article 14.6 or 14.7; and
- b) in particular, consider and determine whether to approve any new or amended Rules put before them by the Directors, which are consistent with these Articles and the Act, to govern:
 - i. classes and conditions of Membership;
 - ii. the entrance fees, subscriptions and other fees or payments to be made by Members and guests;
 - iii. the procedures for dealing with disciplinary action against Members, and/or for the suspension or expulsion of Members;
 - iv. the procedures for general meetings and meetings of the Directors and Committees of the Directors in so far as such procedure is not regulated by the Articles.

14.6. A Special General Meeting (SGM) may be called by the Directors at any time, and must be called within 21 days of a written request from at least 5% of the Full Membership or (where no general meeting has been held within the last year) at least 5% of the Full Membership, and in either case the meeting date must be at least 14 and not more than 28 days after the meeting is called. The notice calling a SGM shall indicate the business to be discussed and set out the terms of any proposed resolutions.

14.7. The Annual General Meeting shall be called with at least 60 days' notice as follows:

- Announce and call for nominations and resolutions -60 days
- Deadline for resolutions affecting Articles -45 days
- Deadline for other resolutions -28 days
- Deadline for nominations -21 days
- Issue agenda and nominations -14 days

14.8. There is a quorum at a general meeting if the number of Full Members present in person or by proxy is at least 30 members. If the quorum is not reached, the only business that shall be transacted is appointment of the chairman of the meeting who shall then adjourn the meeting.

14.9. The chairman at a general meeting shall be the Commodore or another Director or Full Member appointed by the Directors.

14.10. Every Full Member present in person or by proxy has one vote on each issue.

14.11. If the number of candidates for election to any position is equal to or less than the number of vacancies to be filled then all candidates shall be deemed to be elected if two thirds of those Full Members present in person vote in favour of such election.

14.12. A technical defect in the appointment of a Full Member of which the Full Members are unaware at the time does not invalidate a decision taken at a general meeting.

PART 6: ADMINISTRATIVE ARRANGEMENTS

15. RECORDS AND ACCOUNTS

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

- a) annual returns;
- b) annual reports; and
- c) annual statements of account.

15.2. The Directors must also keep records of:

- a) all proceedings at meetings of the Directors;
- b) all resolutions in writing;
- c) all reports of Committees; and
- d) all professional advice obtained.

15.3. Accounting records relating to the Club must be made available for inspection by any Director at any time during normal office hours and may be made available for inspection by Members who are not Directors if the Directors so decide.

15.4. A copy of the Club's governing documents and latest available statement of account must be supplied on request to any Director.

16. INDEMNITY

16.1. Subject to Article 16.2, a Director or former Director of the Club may be indemnified with the approval of the Directors out of the Club assets against:

- a) Any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club; or
- b) any other liability incurred by that Director as an Officer of the Club.

16.2. This Article 16 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.

17. COMMUNICATIONS

17.1. Notices and other documents to be served on Members or Directors under these Articles or the Companies Acts may be served:

- a) by hand;
- b) by post;
- c) by suitable electronic means; or
- d) through publication in the Club's newsletter.

17.2. The only address at which a Member is entitled to receive notices sent by post is an address in the U.K. shown in the register of Members, and by email to the email address most recently notified to the Club.

17.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- a) 24 hours after being sent by electronic means or delivered by hand to the relevant address;

- b) five clear days after being sent by first class post to that address;
- c) seven clear days after being sent by second class or overseas post to that address;
- d) immediately on being handed to the recipient personally; or, if earlier,
- e) as soon as the recipient acknowledges actual receipt.

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

18. AMENDING THE ARTICLES

18.1. These Articles may be amended by special resolution of the Full Members. In accordance with the Act, the proposed resolution must be moved by EITHER the Directors OR a proposer and seconder with the support of at least 30 Full Members.

19. PROFITS NOT TO BE DISTRIBUTED

19.1. The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 3.1.

19.2. No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Club of:

- a) reasonable and proper remuneration to any Member or servant of the Club for any services rendered to the Club;
- b) interest on money lent by any Member of the Club at a reasonable and proper rate per annum not above the published base lending rate of a clearing bank to be selected by the Directors;
- c) reasonable and proper rent for premises demised or let by any Member; or
- d) reasonable out-of-pocket expenses properly incurred by any Member.

20. DISSOLUTION

20.1 The Company may be wound up or dissolved by a Special Resolution of the Full Members.

20.2 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 Full Members as follows:

- a. Each current Full Member shall be awarded one point for each completed subscription year that that person has been a Full Member of the Original Club and one point for each completed subscription year that that person has been a Full 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 the current Full Members based upon the number of points that they hold multiplied by the calculated monetary value of each point.