

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

SOUTH CERNEY SAILING CLUB LIMITED



Approved EGM 28th August 2022

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THE COMPANIES ACT 2006

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ARTICLES OF ASSOCIATION
- of -
SOUTH CERNEY SAILING CLUB LIMITED

PART 1

DETAILS, INTERPRETATION AND LIMITATION OF LIABILITY

1. Defined Terms

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

2006 Act means the Companies Act 2006 as modified by statute or re-enacted from time to time.

Articles means these articles of association, as may be amended from time to time.

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

Board means the board of directors of the Club established from time to time in accordance with Article 20, the members of which are the directors of the Club for the purposes of the 2006 Act.

Commodore means the person elected from time to time in accordance with these Articles as the chairman of the Club.

chairman of the meeting has the meaning given in Article 14.

clear days means a period of days exclusive of the day on which the notice is served and of the day for which it is given.

Club means the above named company.

Conflict of Interest means any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Club.

Director means a director of the Club, 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.

Elected Director means a director elected in accordance with Article 20.2.6.

Electronic form has the meaning given in Section 1168 of the 2006 Act.

General meeting means an annual general meeting or other general meeting of the Club.

Hard copy form has the meaning given in Section 1168 of the 2006 Act.

Honorary Secretary means the honorary secretary of the Club appointed from time to time in accordance with these Articles and who shall also be the company secretary for the purposes of the 2006 Act.

Honorary Treasurer means the treasurer of the Club appointed from time to time in accordance with these Articles.

Honorary Member means a member who is appointed as a member pursuant to Article 33.2.5.

member means the persons admitted to the membership of the Club in accordance with Article 30 and any Rules from time to time in force.

Non-Voting Members means all members of the Club other than the Voting Members and who shall not be members for the purposes of the 2006 Act.

ordinary resolution has the meaning given in Section 282 of the 2006 Act.

participate has, in relation to a directors' meeting, the meaning given in Article 12.

proxy Notice has the meaning given in Article 42.1.

Rules means the rules and regulations of the Club made by the Board or by the Club in general meeting, as amended from time to time.

special resolution has the meaning given in Section 283 of the 2006 Act.

subsidiary has the meaning given in Section 1159 of the 2006 Act.

Vice-Commodore means the person from time to time elected in accordance with these Articles as the vice-chairman of the Club.

Voting Members means the members of the Club who, under these Articles are entitled to receive notice of, attend and vote at general meetings and who are members of the Club for the purposes of the 2006 Act.

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. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the 2006 Act.
- 1.3. Words importing the singular number shall include the plural number and vice versa. Words importing the masculine gender only shall include the feminine gender. Words importing persons shall include corporations.
- 1.4. For the purposes of Section 20 of the 2006 Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2. Objects

2.1. The objects for which the Club is established are:

- 2.1.1. To promote community participation in healthy recreation by providing facilities to participate in water based amateur sports, including sailing, paddle boarding, canoeing and windsurfing
- 2.1.2. To advance education for the public benefit in the subject of water based sports
- 2.1.3. To provide or assist in the provision of water-based activities for people with disabilities and mental health conditions, in the interests of social welfare and with the object of improving the conditions of their life.

3. Powers

3.1. In furtherance of the above objects (but not further or otherwise) the Club shall have the following powers:

- 3.1.1. to purchase, take on, lease, or exchange, hire or otherwise acquire real or personal property and rights or privileges anywhere in the world, and to construct, maintain and alter buildings or erections;
- 3.1.2. to sell, manage, let or mortgage, dispose of or turn to account all or any of the property or assets of the Club subject to such consents as may be required by law;

- 3.1.3. to execute and do all such other instruments, acts and things as may be requisite for the efficient management, development and administration of the said property;
- 3.1.4. to borrow or raise money for the objects of the Club on such terms and on such security as may be thought fit subject to such consents as may be required by law;
- 3.1.5. to take and accept (or disclaim) any gift of money, property or other assets whether subject to any special trust or not for the objects of the Club;
- 3.1.6. trade in the course of carrying out the objects of the Club and carry on any other trade which is not expected to give rise to taxable profits;
- 3.1.7. incorporate subsidiary companies to carry on any trade;
- 3.1.8. to print and publish any newspapers, periodicals, books, articles or leaflets;
- 3.1.9. to raise funds and organise appeals and invite and receive contributions from any person or persons whatsoever by way of subscription, donation and otherwise;
- 3.1.10. to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- 3.1.11. to invest moneys of the Club not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided;
- 3.1.12. to make any donations in cash or assets or establish or support or aid in the establishment or support of or constitute or lend money (with or without security) to or for any charities or other clubs registered as community amateur sports clubs which are for the benefit of the Club or any part thereof;
- 3.1.13. subject to Article 3, to engage and pay any person or persons whether on a full or part time basis or whether as consultant or employee, to supervise, organise, carry on the work of and/or advise the Club;
- 3.1.14. subject to the provisions of Article 3 hereof, to make any reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or former employees and their spouses and dependants;
- 3.1.15. to amalgamate with any companies, institutions, societies or associations which shall have objects altogether or mainly similar to those of the Club or which are for the benefit of the Club or any part thereof and prohibit payment of any dividend or profit to and the distribution of any of their assets amongst their members at least to the same extent as such payments or distributions are prohibited by these Articles of Association;
- 3.1.16. to pay out of funds of the Club the costs, charges and expenses of and incidental to the formation and registration of the Club;
- 3.1.17. to undertake and execute charitable trusts relating to the activities of the Club;
- 3.1.18. provide indemnity insurance to cover the liability of the Directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Club, including without limitation any liability to make a contribution to the Club's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading), provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - (a) any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard to whether it was a breach of trust or breach of duty or not;
 - (b) any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; or
 - (c) in relation to any liability to make a contribution to the Club's assets as specified in section 214 of the Insolvency Act 1986, any liability to make such a contribution where the basis of the Director's liability is his or her knowledge prior to the insolvent

liquidation of the Club (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Club would avoid going into insolvent liquidation;

- 3.1.19. to do all such other lawful things as may further the attainment of the objects of the Club or any of them.

4. Limitation of Private Benefit

- 4.1. The income and property of the Club shall be applied solely towards the promotion of the Objects.

Permitted benefits to members

- 4.2. Except as provided below no part of the income and property of the Club may be paid or transferred directly or indirectly, by way of distribution, bonus or otherwise by way of profit to the members of the Club and no Director may receive any remuneration or other benefit in money, or money's worth from the Club. This shall not prevent any payment in good faith by the Club of:
- 4.2.1. any payments made to any member in his, her or its capacity as a beneficiary of the Club;
- 4.2.2. reasonable and proper remuneration to any member for any goods or services supplied to the Club (including services performed by the member under a contract of employment with the Club), provided that if such member is a Director Articles 4.3 and 4.5 shall apply;
- 4.2.3. interest at a reasonable and proper rate on money lent by any member to the Club; and
- 4.2.4. any reasonable and proper rent for premises let by any member to the Club.

Permitted benefits to Directors and Connected Persons

- 4.3. Unless the payment is permitted by Article 4.4 no Director may:

- 4.3.1. sell goods, services or any interest in land to the Club;
- 4.3.2. be employed by, or receive any remuneration from, the Club; or
- 4.3.3. receive any other financial benefit from the Club.

- 4.4. A Director may receive the following benefits from the Club:

- 4.4.1. a Director or Connected Person may receive a benefit from the Club in his, her or its capacity as a beneficiary of the Club;
- 4.4.2. a Director may be reimbursed by the Club for, or may pay out of the Club's property, reasonable expenses properly incurred by him or her when acting on behalf of the Club;
- 4.4.3. a Director or Connected Person may be paid reasonable and proper remuneration by the Club for any goods or services supplied to the Club on the instructions of the Directors (excluding the service of acting as Director and services performed by a Director under a contract of employment with the Club) provided that:
- (a) if such person is a Director the procedure described in Article 16.4 (Conflicts of Interest) must be followed in considering the appointment of the Director and in relation to any other decisions regarding the remuneration authorised by this provision;
- (b) if such person is a Connected Person the procedure described in Article 16.4 (Conflicts of Interest) must be followed by the relevant Director in relation to any decisions regarding such Connected Person; and
- (c) this provision may not apply to more than half of the Directors in any financial year (and for these purposes such provision shall be treated as applying to a Director if it applies to a person who is a Connected Person in relation to that Director);
- 4.4.4. a Director or Connected Person may receive interest at a reasonable and proper rate on money lent to the Club;
- 4.4.5. a Director or Connected Person may receive reasonable and proper rent for premises let to the Club;
- 4.4.6. the Club may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.18;
- 4.4.7. a Director or other officer of the Club may receive payment under an indemnity from the Club in accordance with the indemnity provisions set out at Article 47; and

- 4.4.8. a Director or Connected Person may receive or retain any payments authorised in Writing by the Charity Commission.
- 4.4.9. In Articles 4.3 and 4.4 references to the Club shall be read as references to the Club and/or any Subsidiary Company provided that in relation to services supplied to a Subsidiary Company the words in Article 4.4.3 "(excluding the service of acting as Director and services performed by a Director under a contract of employment with the Club)" shall be treated as though they read "(excluding the service of acting as Director but including other services by any person performed under a contract of employment with any Subsidiary Company)".
- 4.5. For any transaction authorised by Article 4.4, the Director's duty (arising under the 2006 Act) to avoid a conflict of interest with the Club shall be disapplied provided the relevant provisions of Article 4.4 have been complied with.
- 4.6. A 'Connected Person' means:
- (1) a child, parent, grandchild, grandparent, brother or sister of the Director;
 - (2) the spouse or civil partner of the Director or of any person falling within sub-clause (1) above;
 - (3) a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above;
 - (4) an institution which is controlled –
 - (a) by the Director or any connected person falling within sub-clause (1), (2), or (3) above; or
 - (b) by two or more persons falling within sub-clause 4(a), when taken together
 - (5) a body corporate in which –
 - (a) the director or any connected person falling within subclauses (1) to (3) has a substantial interest; or
 - (b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.
 - (c) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.
- 5. Liability of Members**
- 5.1. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Club 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 any of the items set out in Article 5.2.
- 5.2. The items for which the members undertake to contribute are:
- 5.2.1. payment of the Club's debts and liabilities contracted before he ceases to be a member;
 - 5.2.2. payment of the costs, charges and expenses of winding up; and
 - 5.2.3. adjustment of the rights of the contributories among themselves.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

6. Directors' General Authority

- 6.1. Subject to these Articles, any Rules made pursuant to them and the 2006 Act, the Board is responsible for the management of the Club's business, for which purpose it may exercise all the Powers of the Club.
- 6.2. No Rule made by the Club in general meeting pursuant to Article 48 shall invalidate any prior act of the Board which would have been valid if such Rule had not been made.

7. Directors May Delegate

- 7.1. Subject to these Articles, the Board may delegate any of the powers which are conferred on it under these Articles:
- 7.1.1. to such person or committee;
 - 7.1.2. by such means (including by power of attorney);
 - 7.1.3. to such an extent;
 - 7.1.4. in relation to such matters or territories;
 - 7.1.5. on such terms and conditions; and
 - 7.1.6. as it thinks fit.
- 7.2. All acts and proceedings delegated under Article 7.1 shall be reported to the Board in due course.
- 7.3. The Board may revoke any delegation in whole or part, or alter its terms.

8. Committees

- 8.1. Committees to which the Board delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of these Articles which govern the taking of decisions by the Board.
- 8.2. The Board may make rules of procedure for all or any committees, which prevail over rules derived from these Articles if they are not consistent with them.
- 8.3. The quorum for meetings of any sub-committee formed pursuant to the provisions of the Articles shall be three.

DECISION-MAKING BY DIRECTORS

9. Directors to Take Decisions Collectively

Any decision of the Board must be either a majority decision or a decision taken in accordance with Article 10.

10. Unanimous Decisions

- 10.1. A decision of the Board is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 10.2. Such a decision may take the form of a resolution in writing, copies of which have been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing.
- 10.3. References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a meeting of the Board.
- 10.4. A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting.

11. Calling a Meeting of the Board

- 11.1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least three such meetings shall be held in each year.
- 11.2. The Board shall report on their activities to the members at the annual general meeting.
- 11.3. Any director may call a meeting of the Board by giving notice of the meeting to the directors or by directing the Honorary Secretary to give such notice.
- 11.4. Notice of any meeting of the Board must indicate:
- 11.4.1. its proposed date and time;
 - 11.4.2. where it is to take place; and
 - 11.4.3. if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 11.5. Notice of a meeting of the Board must be given to each director, but need not be in writing. A director who is absent from Great Britain shall be entitled to notice of a meeting if he has provided a valid email address.

12. Participation in Meetings of the Board

- 12.1. Subject to these Articles, directors participate in a meeting of the Board, or part of a meeting of the Board, when:
- 12.2. the meeting has been called and takes place in accordance with these Articles, and
- 12.3. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 12.4. In determining whether directors are participating in a meeting of the Board, it is irrelevant where any director is or how they communicate with each other.
- 12.5. If all the directors participating in a meeting of the Board are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is located.

13. Composition of the Board and Quorum

- 13.1. The quorum for meetings of the Board may be fixed from time to time by a decision of the directors, but it must never be less than five, and unless otherwise fixed it is five.
- 13.2. Subject to Article 13.3, the Board may act notwithstanding any vacancy in their body.
- 13.3. If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- 13.3.1. to fill a casual vacancy arising among the directors in accordance with Article 29 or
- 13.3.2. to call a general meeting so as to enable the members to fill a casual vacancy arising among the directors; or
- 13.3.3. to admit members to the Club.

14. Chairing of Meetings of the Board

- 14.1. The Commodore shall be chairman of the Board. The Commodore shall preside as chairman at all meetings of the Board at which he shall be present.
- 14.2. If at any meeting the Commodore is not present within 15 minutes after the time appointed for holding the meeting or he is not willing to preside, the Vice-Commodore shall preside. If the Vice-Commodore is also not present or is unwilling to preside within 15 minutes of the time at which a meeting was due to start, the members of the Board present shall choose one of their number to be chairman of the meeting. The person so appointed for the time being is to be treated as the chairman for the purposes of these Articles.

15. Casting Vote

- 15.1. If the numbers of votes for and against a proposal are equal, the Commodore or other director chairing the meeting of the Board has a casting vote.
- 15.2. Article 15.1 shall not apply to give a casting vote to the Commodore or other director chairing the meeting (as appropriate) if, in accordance with these Articles, the Commodore or other director is not to be counted as participating in the decision-making process for quorum or voting purposes.

16. Conflicts of Interest

- 16.1. Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 16.2. If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 16.3. Whenever a Director has a Conflict of Interest, either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 16.1:
- 16.3.1. if the Conflict of Interest relates to a benefit permitted under Article 4.4 as it applies by virtue of Article 4.5, then the Director must comply with Article 16.4;

- 16.3.2. for all other Conflicts of Interest, either the Director must comply with Article 16.4 or authorisation must be given by the unconflicted Directors under Article 17.1.
- 16.4. If a Director with a Conflict of Interest is required to comply with Article 16.3 he or she must:
 - 16.4.1. remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 16.4.2. not be counted in the quorum for that part of the meeting; and
 - 16.4.3. withdraw during the vote and have no vote on the matter.
- 16.5. When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Club by withholding confidential information from the Club if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.
- 17. Directors' Power to Authorise a Conflict of Interest**
- 17.1. The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
 - 17.1.1. this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4 as it applies by virtue of Article 4.5;
 - 17.1.2. in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 16.4;
 - 17.1.3. in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 17.1.4. the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and
 - 17.1.5. nothing in this Article 17 shall have the effect of allowing the Directors to authorise a benefit that is not permitted in accordance with Article 3.
- 17.2. If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 17.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 17.3. A Director shall not be accountable to the Club for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 17.1 (subject to any limits or conditions to which such approval was subject).
- 18. Records of Decisions to be Kept**
- 18.1. The Board must ensure that the Club keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the Board and by the Club at general meeting.
- 18.2. Any such records, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 18.3. Any such records shall be circulated to all members of the Board.
- 19. Directors' Discretion to Make Further Rules**
- 19.1. Subject to those Rules to be made, varied or revoked by the Voting Members in general meeting in accordance with Article 48 below, the Board shall have the power to make, vary and revoke the Rules including, but not limited to, Rules:
 - 19.1.1. setting out different categories of membership of the Club;
 - 19.1.2. setting the criteria for admission to membership of the Club for the different categories of members;

- 19.1.3. creating regulations, standing orders and/or rules for the better administration of the Club and to regulate the function, role and operation of committees to assist the Board in the better administration of the Club;
 - 19.1.4. setting or adopting such other regulations or policies, including for example child protection and equity policies, as the Board thinks fit; and
 - 19.1.5. in relation to licensable activities of the Club,
- 19.2. provided that nothing in those Rules shall prejudice the Club's status as a charity and provided that the said Rules shall be consistent with these Articles and the 2006 Act.

APPOINTMENT OF DIRECTORS

20. Methods of Appointing Directors

- 20.1. The number of directors shall be not less than three and shall be subject to a maximum of 13
- 20.2. The members of the Board shall be:
 - 20.2.1. the Commodore;
 - 20.2.2. the Vice-Commodore;
 - 20.2.3. the Rear-Commodore;
 - 20.2.4. the Honorary Secretary;
 - 20.2.5. the Honorary Treasurer;
 - 20.2.6. up to eight (or such lower number as the Board shall from time to time decide) Elected Directors; and
 - 20.2.7. such other persons (if any) as the Board may from time to time in its sole discretion co-opt to the Board until the next annual general meeting, provided that the total number of directors at any one time shall not exceed the maximum number (if any) fixed by these Articles. Co-opted directors shall be entitled to vote at the meetings of the Board.
- 20.3. Each member of the Board must satisfy HMRC's fit and proper person test to be involved in the general control, management and administration of the Club and must declare (in the required form) that he is a fit and proper person prior to being elected.
- 20.4. The Board may at its discretion award honoraria to such persons as it thinks fit provided that the provisions of Article 4 are complied with.
- 20.5. All acts carried out in good faith at any meeting of the Board or of any sub-committee, or by any person acting as a director, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person be as valid as if every such person had been duly appointed or had duly continued in office.

21. Elected Directors

- 21.1. At the annual general meeting, the Elected Directors due to retire shall retire and shall be eligible for re-election in accordance with these Articles. The election for the office of Elected Directors shall be conducted in accordance with Article 28. Except as provided in Article 20.3, an Elected Director so elected shall hold office from the annual general meeting at which he is elected, until the annual general meeting in the fourth year following his election at which meeting he shall retire but must stand down for a period of at least 12 months before applying for re-election as a Director.

22. Termination of Director's Appointment

- 22.1. Without prejudice to the provisions of Section 168 of the 2006 Act, a person shall cease to be a director of the Club as soon as:
 - 22.1.1. that person is disqualified under the Charities Act 2022 from acting as a trustee of a charity;
 - 22.1.2. that person ceases to be a director by virtue of any provision of the 2006 Act or is prohibited from being a director by law;
 - 22.1.3. a bankruptcy order is made against that person;

- 22.1.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 22.1.5. a registered medical practitioner who is treating that person gives a written opinion to the Club stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
 - 22.1.6. by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 22.1.7. that person shall without sufficient reason for more than two consecutive Board meetings have been absent without permission of the Board and all other members of the Board resolve that his office be vacated;
 - 22.1.8. that person is requested to resign by not less than two-thirds of the other members of the Board acting together;
 - 22.1.9. that person ceases to be a member;
 - 22.1.10. notification is received by the Club from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 22.2. A Vice-Commodore, Rear-Commodore, Honorary Treasurer, Honorary Secretary who is removed from office as a director of the Board for whatever reason shall be deemed to have resigned from office and the vacancy shall be filled in accordance with these Articles.

PART 3

APPOINTMENTS AND ELECTED POSITIONS

23. Commodore

At the annual general meeting every third year the Commodore shall retire. The election for the office of Commodore shall be conducted in accordance with Article 28. A member so appointed can hold office for a three year term but must stand down for a period of at least 12 months before re-applying for the same post. The Commodore shall be a Director by virtue of his office and shall have such rights and privileges as the Voting Members in general meeting shall from time to time prescribe.

24. Vice-Commodore

At the annual general meeting every third year the Vice-Commodore shall retire. The election for the office of Vice-Commodore shall be conducted in accordance with Article 28. A member so appointed can hold office for a three year term but must stand down for a period of at least 12 months before applying for the same post. The Vice-Commodore shall be a Director by virtue of his office and shall have such rights and privileges as the Voting Members in general meeting shall from time to time prescribe.

25. Rear-Commodore

At the annual general meeting each third year the Rear-Commodore shall retire. The election for the office of Rear-Commodore shall be conducted in accordance with Article 28. A person so appointed can hold office for a three year term, but must stand down for a period of at least 12 months before applying for re-election for the same post. The Rear-Commodore shall be a Director by virtue of his office and shall have such rights and privileges as the Voting Members in general meeting shall from time to time prescribe.

26. Honorary Secretary

At the annual general meeting every fourth year, the Honorary Secretary shall retire. The election for the office of Honorary Secretary shall be conducted in accordance with Article 28. A member so appointed can hold office for a four year term but must stand down for a period of at least 12 months before applying for the same post. The Honorary Secretary shall be a Director and the Company Secretary by virtue of his office and shall have such rights and privileges as the Voting Members in general meeting shall from time to time prescribe.

27. Honorary Treasurer

At the annual general meeting every fourth year, the Honorary Treasurer shall retire. The election for the office of Honorary Treasurer shall be conducted in accordance with Article 28. A member so appointed can hold office for a four year term but must stand down for a period of at least 12 months before applying for the same post. The Honorary Treasurer shall be a Director by virtue of his office and shall have such rights and privileges as the Voting Members in general meeting shall from time to time prescribe.

28. Elections

28.1. Any Voting Member may nominate another member to be the Commodore, Vice-Commodore, Rear-Commodore, Honorary Secretary, Honorary Treasurer or an Elected Director. Any person nominated as a member of the Board must be a Voting Member. Any nomination must be made on the form prescribed from time to time by the Board. Any nomination must be seconded by another Voting Member. Voting Members may only nominate or second one candidate for each post and the form must be completed and returned to the Secretary not later than such date as the Board shall prescribe each year.

28.2. If there are the same number of candidates as there are vacancies for a post, those candidates shall be declared elected unopposed at the annual general meeting. In the event of there being more nominations than vacancies, there shall be an election at the annual general meeting as directed by the Board. The results of any such election must be announced at the annual general meeting.

29. Casual Vacancies

A casual vacancy arising among the offices of Commodore, Vice-Commodore, Rear-Commodore, Honorary Secretary, Honorary Treasurer or the Elected Directors, shall be filled by the Club in general meeting provided always that the person appointed to fill the vacancy shall hold office until such time as the person he replaced was due to retire but shall be eligible for re-election in accordance with these Articles.

BECOMING AND CEASING TO BE A MEMBER

30. Applications for Membership

30.1. Such persons as are admitted to membership by the Board in accordance with these Articles, shall be the members of the Club.

30.2. No person shall become a member of the Club unless:

30.2.1. that person has completed an application for membership in a form approved by the Board, and

30.2.2. the Board has approved the application.

30.3. For the avoidance of doubt membership is open to all without discrimination and may only be refused where admission to membership would be contrary to the best interests of the sport or the good conduct and interests of the Club and no person shall be denied membership of the Club on the grounds of race, ethnic origin, creed, colour, age, disability, sex, occupation, sexual orientation, religion, political or other beliefs. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting.

30.4. For the purposes of registration the number of members is declared to be unlimited.

30.5. The Board may from time to time fix the levels of entrance fees and annual subscriptions to be paid by the different categories of members provided that the Board shall use its best endeavours to ensure that the fees set by it do not preclude open membership of the Club.

31. Conditions of Membership

31.1. All members shall be bound by and subject to these Articles and the Rules.

31.2. The members shall pay any entrance fees and annual subscription set by the Board under Article 30.5. Any member whose subscription fee is more than three months in arrears shall be deemed to have resigned his membership of the Club.

- 31.3. Subject to Article 32, the Board may terminate the membership of any person, or impose any other sanction they determine to be appropriate, in connection with the breach of any condition of membership set out in this Article 31.

32. Termination of Membership

- 32.1. It shall be the duty of the Board, if at any time it shall be of the opinion that the interests of the Club so require, by notice in hard copy form sent by prepaid post to a member's address, to request that member to withdraw from membership of the Club within a time specified in such notice. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting notice in hard copy form of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in hard copy form, the matter shall be submitted to a properly convened and constituted meeting of the Board or such sub-committee to which it has delegated its powers. The Board or sub-committee and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in hard copy form, and he shall not be required to withdraw from membership unless a two-thirds majority of the Board members or sub-committee members present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members. The Board may exclude the member from the Club's premises until the meeting considering his expulsion has been held. For the avoidance of doubt, the member shall be entitled to attend the Club's premises to attend that meeting (if it is held at them) for the purpose of making his representations. A person may appeal against such decision by notifying the Board who shall put the matter to a general meeting for it to be decided by a majority vote of the members present and voting at such meeting. A member may withdraw from membership of the Club by giving seven clear days' notice to the Club in writing.
- 32.2. A membership terminates automatically when that person dies or ceases to exist or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Rules.
- 32.3. Membership is not transferable.
- 32.4. Any person ceasing to be a member forfeits all rights in relation to and claims upon the Club, its property and its funds and has no right to the return of any part of his subscription. The Board may refund an appropriate part of a resigning member's subscription if it considers it appropriate taking account of all the circumstances.

ORGANISATION OF GENERAL MEETINGS

33. Annual General Meetings

- 33.1. The Club shall hold a general meeting in every calendar year as its annual general meeting at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it.
- 33.2. The annual general meeting shall be held for the following purposes:
- 33.2.1. to receive from the Board the Club's accounts and the Honorary Treasurer's report as to the financial position of the Club;
 - 33.2.2. to receive from the Board a report of the activities of the Club since the previous annual general meeting;
 - 33.2.3. to appoint the Club's auditors;
 - 33.2.4. to announce the election (as appropriate) of the Commodore, Vice Commodore, Rear Commodore, Honorary Secretary, Honorary Treasurer, and the Elected Directors to be appointed in accordance with these Articles; and
 - 33.2.5. to transact such other business as may be brought before it including without limitation the appointment of Honorary Members (in recognition of outstanding contribution or long service to the Club).

- 33.3. All general meetings, other than annual general meetings, shall be called general meetings. A general meeting
 - 33.3.1. may be called by the directors at any time and
 - 33.3.2. must be called within 21 days of a written request from at least 10% of the Club Voting Membership or (where no general meeting has been held within the last year) at least 5% of the Club Voting Membership
- 33.4. For meetings requested under Article 33.3.2
 - 33.4.1. The written request shall specify the general nature of the business to be dealt with, and the full text of any resolution that may properly and is intended to be moved at the meeting.
 - 33.4.2. The notice must include such proper information as provided under 33.3.1
 - 33.4.3. The date of the meeting shall be within 28 clear days of the date the notice is sent
- 33.5. General meetings shall be called on at least twenty-one clear days written notice indicating the date, time and business to be discussed and (if any resolutions are to be proposed), setting out the terms of the proposed resolutions

34. Attendance and Speaking at General Meetings

- 34.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 34.2. A person is able to exercise the right to vote at a general meeting when:
 - 34.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - 34.2.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 34.3. The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 34.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 34.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

35. Quorum for General Meetings

- 35.1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 35.2. Subject to Article 38.6, 20 Voting Members or one-tenth of the membership of the Club (whichever is the lower number) present in person shall be a quorum.

36. Chairing General Meetings

- 36.1. The Commodore shall chair general meetings if present and willing to do so. If the Commodore shall be absent, or if at any meeting he is not present within 15 minutes after the time appointed for holding the same, the Vice-Commodore shall preside. If the Vice-Commodore is not present or is unwilling to preside within 15 minutes of the time at which a meeting was due to start:
 - 36.1.1. the directors present, or
 - 36.1.2. (if no directors are present), the meeting,
 - 36.1.3. must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 36.2. The person chairing a meeting in accordance with this article is referred to as the **chairman of the meeting**.

37. Attendance and Speaking by Directors and Non-Members

- 37.1. Directors may attend and speak at general meetings
- 37.2. The chairman of the meeting may permit other persons who are not members of the company to attend and speak at a general meeting

38. Adjournment

- 38.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.
- 38.2. The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
 - 38.2.1. the meeting consents to an adjournment, or
 - 38.2.2. it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 38.3. The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 38.4. When adjourning a general meeting, the chairman of the meeting must:
 - 38.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 38.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 38.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Club must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
 - 38.5.1. to the same persons to whom notice of the Club's general meetings is required to be given, and
 - 38.5.2. containing the same information which such notice is required to contain.
- 38.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place provided that if at such adjourned meeting a quorum is not present within half an hour from the time appointed for quorum.

VOTING AT GENERAL MEETINGS

39. Voting: General

- 39.1. Every Voting Member shall be entitled to receive notice of, attend general meetings and cast one vote.
- 39.2. A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

40. Errors and Disputes

- 40.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 40.2. Any such objection must be referred to the chairman of the meeting whose decision is final.

41. Poll Votes

- 41.1. A poll on a resolution may be demanded:
 - 41.1.1. in advance of the general meeting where it is to be put to the vote, or
 - 41.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 41.2. A poll may be demanded by:
 - 41.2.1. the chairman of the meeting;

- 41.2.2. the Board; or
- 41.2.3. two or more Voting Members present in person or proxy having the right to vote on the resolution or, if less, a person or persons representing not less than one-tenth of the total voting rights of all the Voting Members having the right to vote on the resolution.
- 41.3. A demand for a poll may be withdrawn if:
 - 41.3.1. the poll has not yet been taken, and
 - 41.3.2. the chairman of the meeting consents to the withdrawal.
- 41.4. Polls shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 41.5. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 41.6. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 42. Content of Proxy Notices**
- 42.1. Proxies may only validly be appointed by a notice in writing (a **proxy notice**) which:
 - 42.1.1. states the name and address of the Voting Member appointing the proxy;
 - 42.1.2. identifies the person appointed to be that Voting Member's proxy and the general meeting in relation to which that person is appointed;
 - 42.1.3. is signed by or on behalf of the Voting Member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 42.1.4. is delivered to the Club in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 42.2. The Board may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 42.3. Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 42.4. Unless a proxy notice indicates otherwise, it must be treated as:
 - 42.4.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 42.4.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 43. Delivery of Proxy Notices**
- 43.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Club by or on behalf of that person.
- 43.2. An appointment under a proxy notice may be revoked by delivering to the Club a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 43.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 43.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

44. Amendments to Resolutions

- 44.1. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 44.1.1. notice of the proposed amendment is given to the Club in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - 44.1.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 44.2. A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:
- 44.2.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - 44.2.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 44.3. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer at any time before the resolution is voted upon.
- 44.4. If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

**PART 4
ADMINISTRATIVE ARRANGEMENTS**

45. Means of Communication to be Used

- 45.1. Subject to these Articles, anything sent or supplied by or to the Club under these Articles may be sent or supplied in any way in which the 2006 Act provides for such documents or information to be sent or supplied by or to the Club.
- 45.2. Subject to these Articles, any notice or document to be sent or supplied to a member of the Board in connection with the taking of decisions by the Board may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 45.3. A director may agree with the Club that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

46. No Right to Inspect Accounts and Other Records

Except as provided by law or authorised by the Board or an ordinary resolution of the Club, no person is entitled to inspect any of the Club's accounting or other records or documents merely by virtue of being a member.

47. Directors' Indemnity and Insurance

Without prejudice to any indemnity to which a Director may otherwise be entitled, every Director of the Club shall be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the 2006 Act; and every other officer of the Club may be indemnified out of the assets of the Club in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the 2006 Act.

48. Rules

- 48.1. Only the Voting Members in general meeting may from time to time make, vary and revoke Rules:
- 48.1.1. but no decision shall invalidate any prior act of the Directors, made in good faith, which would have been valid in the absence of this decision;
- 48.2. Rules made pursuant to Article 48.1 must, in order to be valid, be compliant with the 2006 Act and these Articles.

49. Dissolution

If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be paid to or distributed to some other institution or institutions with similar objects which is or are regarded as charitable under English law. The institution or institutions to benefit may be chosen by resolution of the members at or before the time of winding up or dissolution, and subject to any such resolution of the members may be chosen by resolution of the Directors at or before the time of winding up or dissolution.

Annexure 1

Form of Proxy Notices

Company No: 00893478

SOUTH CERNEY SAILING CLUB LIMITED

("the Club")

[insert name and address of Voting Member]

Before completing this form, please read the explanatory note below.

I/We being a Voting Member of South Cerney Sailing Club appoint the chair of the meeting or (see note 3) as my/our proxy to attend, speak and vote on my/our behalf at the annual general meeting of the Club to be held on *[insert date]* at *[insert time]* and at any adjournment of the meeting.

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I/We direct my/our proxy to vote on the following resolutions as I/we have indicated by marking the appropriate box with an "X". If no indication is given, my/our proxy will vote or abstain from voting at his or her discretion and I/we authorise my/our proxy to vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is properly put before the meeting

RESOLUTIONS	For	Against	Abstain
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[ORDINARY BUSINESS]			
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1. <i>[insert text of resolution]</i>	
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2. <i>[insert text of resolution]</i>	
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[SPECIAL BUSINESS]	
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3. <i>[insert text of resolution]</i>	
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4. <i>[insert text of resolution]</i>	
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Signature	Date
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Notes to the proxy form

1 As a Voting Member of the Club you are entitled to appoint another person as your proxy to exercise all or any of your rights to attend and to speak and vote at the meeting.

2 The appointment of a proxy will not prevent you from subsequently attending and voting at the meeting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.

3 A proxy does not need to be a member of the Club but must attend the meeting to represent you. To appoint as your proxy a person other than the chair of the meeting, insert their full name in the box. If you sign and return this proxy form with no name inserted in the box, the chair of the meeting will be deemed to be your proxy. Where you appoint as your proxy someone other than the chair of the meeting, you are responsible for ensuring that they attend the meeting and are aware of your voting intentions.

4 To direct your proxy how to vote on the resolutions mark the appropriate box with an "X". If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the meeting.

5 To appoint a proxy using this form, the form must be:

- completed and signed;
- sent or delivered to the Honorary Secretary at South Cerney Sailing Club Ltd, Lake 16, Station Road, South Cerney, Gloucestershire, GL7 5TH; and
- received by the Honorary Secretary no later than *[insert date and time]*.

6 Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

7 As an alternative to completing this hard-copy proxy form, you can appoint a proxy electronically by *[insert details]*. For an electronic proxy appointment to be valid, your appointment must be received by the Honorary Secretary no later than *[insert date and time]*.

8 If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

9 You may not use any electronic address provided in this proxy form to communicate with the Honorary Secretary for any purposes other than those expressly stated.

10 To terminate a proxy instruction you will need to inform the Honorary Secretary using one of the following methods:

(a) by sending a signed hard-copy notice clearly stating your intention to terminate your proxy appointment to South Cerney Sailing Club Ltd, Lake 16, Station Road, South Cerney, Gloucestershire, GL7 5TH.

(b) by sending an e-mail to *[e-mail address]* *[set out authentication requirements]*.

In either case, the revocation notice must be received by the Honorary Secretary no later than *[insert date and time not more than 48 hours before the meeting]*.