

WORCESTER CANOE CLUB

THE COMPANIES ACT 2006 PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

WORCESTER CANOE CLUB (THE "CLUB")

PART 1: 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 apply to the Club_in respect of any issues that are not specifically covered by this document.

1.2 In these Articles, 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;

Canoeing means sporting, recreational and other activities carried out in small water-borne craft designed for up to 4 persons propelled by a paddle with either one or two blades

Bye Laws means bye laws of the Club from time to time proposed by the directors and approved by the Members in accordance with Article 13.4.2;

CASC means a community amateur sports club, as that term is defined by s658 Corporation Tax Act 2010;

Club means the company regulated by these Articles;

Club Member	means every person who agreed to become a company member of the Club and whose name is entered in the Club's register of members, in accordance with section 112 of the Act, and Club Membership shall be interpreted accordingly;
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;
electronic form	has the meaning given in section 1168 of the Act;
Finance Acts	means the Corporation Tax Act 2010, the Finance Act 2012 and any other relevant legislation relating to CASCs:
Member	means all members of the Club, whether Club Members, Associate Members, under 16 members or any other members who do not have voting rights as set out in the Byelaws and Membership shall be interpreted accordingly;
Officers	has the meaning given in Article 6.1;
ordinary resolution	means a resolution passed by a simple majority of the Club Members;
Secretary	means the company secretary of the Club, if appointed;
special resolution	means a resolution of the Club Members passed by a majority of not less than 75%.
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:

1.3.1 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;

1.3.2 words in the singular shall include the plural and in the plural shall include the singular; and

1.3.3 a reference to one gender shall include a reference to the other genders.

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

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

1.6 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's 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 CLUB MEMBERS**

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

2.1.1 payment of the Club's debts and liabilities contracted before he ceases to be a Club Member;

2.1.2 payment of the costs, charges and expenses of winding up; and

2.1.3 adjustment of the rights of the contributories among themselves.

PART 2: OBJECTS & POWERS

3 OBJECTS

3.1 The Club is established for the following purposes:

3.1.1 to acquire and take over all or any part of the assets and liabilities of the present unincorporated body known as Worcester Canoe Club

3.1.2 The main purposes of the club are to provide facilities for and to promote participation in the amateur sport of canoeing in Worcester.

4 POWERS

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

4.1.1 establish, maintain and conduct a Canoeing club;

4.1.2 to promote and hold, either alone or jointly with any other association, club or persons, meetings, competitions, races, challenges and regattas for the purpose of competitive Canoeing and to offer, give, or contribute towards prizes, medals, and awards;

4.1.3 provide advice or information;

4.1.4 co-operate with other bodies;

4.1.5 accept gifts and raise funds;

4.1.6 borrow money;

- 4.1.7 give security for loans or other obligations;
- 4.1.8 acquire or hire property of any kind;
- 4.1.9 let or dispose of property of any kind;
- 4.1.10 set aside funds for special purposes or as reserves against future expenditure;
- 4.1.11 deposit or invest its funds in any manner;
- 4.1.12 delegate the management of investments to a financial expert;
- 4.1.13 insure the property of the Club against any foreseeable risk and take out other insurance policies to protect the Club when required;
- 4.1.14 employ paid or unpaid agents, staff or advisers;
- 4.1.15 enter into contracts to provide services to or on behalf of other bodies;
- 4.1.16 take out membership, affiliate or partner with any other body or bodies in support of its objects:
- 4.1.17 establish or acquire subsidiary companies; and
- 4.1.18 do anything else within the law which promotes or helps to promote the objects set out in Article 3.1.

PART 3: DIRECTORS

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.
- 5.2 Directors are elected by the Club Members at the AGM each year or co-opted by the directors, in accordance with article 13.3.3.

5.3 Directors shall be appointed for a 2 year term of office. Directors may be re-appointed for further terms of office if elected to do so by the members. All reasonable efforts will be made to arrange that at least half of the directors shall have served as directors for at least one full year at any time.

5.4 All Directors shall be Club Members

5.54 A director's term of office automatically terminates if he or she:

5.4.1 ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law;

5.4.2 is absent without notice from 3 consecutive meetings of the directors and is asked by a majority of the other directors to resign;

5.4.3 is incapable, whether mentally or physically, of managing his/her own affairs;

5.4.4 resigns by written notice to the directors (but only if at least two directors will remain in office); or

5.4.5 is removed by the Club Members in general meeting

5.65 The number of directors shall be a minimum of 4 and a maximum of 6 to include the Chairman of the Executive Committee, the Treasurer and other Directors as specified in the Byelaws.

6. EXECUTIVE COMMITTEE & OFFICERS OF THE CLUB

6.1 The officers of the Club are as set out in the club's bye laws with or without specified duties. The **Officers**, all of whom must be Club Members must meet any other conditions and comply with any duties and responsibilities set out in any Bye Laws.

6.2 Officers shall be elected by the Club Members at the AGM each year or be co-opted in accordance with article 14.3.5. 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

6.3 The officers shall together comprise the Executive Committee and shall conduct the day to day affairs of the Club as set out in the Byelaws

7. DIRECTORS' PROCEEDINGS

7.1 The directors must hold at least 4 meetings each year.

7.2 An Agenda and the minutes of the previous meeting must be circulated to all directors a minimum of 24 hours prior to any such meeting

7.3 The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and, unless otherwise fixed, it is two.

7.4 A meeting of the directors may be held either in person or by suitable electronic means agreed by the directors in which all participants may communicate with all the other participants.

7.5 The Chairman of the board or (if the Chairman of the board is not present) some other director chosen by the directors present presides at each meeting.

7.6 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.

7.7 Every director has one vote on each issue and, in case of equality of votes, the chairman of the meeting shall have a casting vote.

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

8 DIRECTORS' POWERS

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

8.2 The directors may delegate any of their functions 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 promptly to the directors. The directors shall have the right to revoke such delegation at any time.

8.3 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.

8.4 Directors shall have a right to attend and speak at any meeting of any committee to which they delegate their powers

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 entitled to such remuneration for any other service which they undertake for the Club as the other Directors and Executive Committee shall decide..

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.

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:

10.2.1 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;

10.2.2 any requirement as to the quorum is met without counting the interested director; and

10.2.3 the matter was agreed to without the interested director voting or would have been agreed to if the interested director's vote had not been counted.

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 Club 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.

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 a minimum of 2 disinterested directors.

10.6 When there are less than 2 conflicted directors, the Club shall pass the conflict to the Club Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

11 APPLICATIONS FOR MEMBERSHIP

11.1 Membership of the Club shall be open to anyone interested in the sport on application, regardless of sex, gender, age, disability, ethnicity, nationality, sexual orientation, religion or other philosophical beliefs, except as a necessary consequence of the requirements of the sport of canoeing. The

Club may have different classes of membership and subscription on a non-discriminatory and fair basis. The Club will keep subscriptions at levels that will not pose a significant obstacle to people participating. The Club committee may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the Club or sport into disrepute or in the interests of the health and safety of the applicant or other members of the club. Appeal against refusal or removal may be made to the Directors.

11.2 Membership is not transferable.

11.3 No person shall become a Member unless:

11.3.1 that person has completed an application for Membership in a form approved by the directors from time to time; and

11.3.2 the directors have approved the application.

11.4 Membership is also subject to any subscriptions or affiliation fees that may be set by the directors from time to time.

11.5 Every person who, at the date of incorporation of the Club, had paid a subscription fee to, and was a member of, the unincorporated club known as Worcester Canoe Club referred to in Article 3.1.1, and who, on or before **[DATE]**, or during such extended period as the directors may determine, signs and delivers to the Club the form of Membership prescribed by the directors, shall be a Member of the Club from incorporation.

12 TERMINATION OF MEMBERSHIP

12.1 A Member may withdraw from Membership by giving 7 days' notice to the Club in writing.

12.2 A person's Membership terminates when that person dies

12.3 A person's membership terminates when that person fails to pay renewal subscriptions on the due date.

12.4 The directors may terminate the Membership of any Member without his consent by giving him written notice if, in the reasonable opinion of the directors:

12.4.1 they are guilty of unreasonable conduct which has or is likely to have a serious adverse effect on the Club or bring the Club or any or all of the Members and directors into disrepute;

12.4.2 they have acted or has threatened to act in an unreasonable manner which is contrary to the interests of the Club as a whole; or

12.4.3 they have acted to cause a serious or repeated failure to observe the terms of these Articles and any Bye Laws

12.5 If the directors wish to terminate a person's Membership in accordance with Article 12.3, they must give notice to that Member and provide the Member with the opportunity to be heard in writing or in person as to why his Membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration.

12.6 A Member whose Membership is terminated under Article 12.3 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.

13 CLUB MEMBERS POWERS

13.1 The following powers are reserved to the club members acting in general meeting:

13.1.1 Appointment of Directors

13.1.2 Appointment of Members of the Executive Committee

13.1.3 Changes to the Articles of Association

13.1.4 Changes to the Byelaws

13.1.5 Determination of Membership Fees

13.1.6 Appointment of accountants and auditors

14. GENERAL MEETINGS

14.1 Club Members are entitled to attend general meetings in person or by appointing another member as their proxy (but only if the appointment of a

proxy is in writing and notified to the Secretary before the commencement of the meeting).

14.2 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. The first AGM must be held within 18 months after the Club's incorporation.

14.3 At the AGM Club Members must:

14.3.1 receive the accounts of the Club for the previous financial year;

14.3.2 receive a written report on the Club's activities;

14.3.3 elect directors to fill the vacancies arising

14.3.3.1 A notice shall be posted at the Club not less than 21 days before the date of the AGM requesting nominations for the Director's positions. Where more than one nomination is received a secret ballot of the Club Members should be used at the Annual General Meeting to determine who should fill the post.

14.3.3.2 The term of office shall be for two years from the date of the Annual General Meeting, although Directors shall be eligible for re-election following their term .

14.3.3.3 If the post of any Director should fall vacant after such an election, the Board of Directors shall have the power to fill the vacancy until the succeeding Annual General Meeting;

14.3.4 appoint reporting accountants or auditors for the Club and

14.3.5 appoint officers to fill the vacancies on the Executive Committee and Directors .

14.3.5.1 A notice shall be posted at the Club not less than 21 days before the date of the AGM requesting nominations for the officer's positions.

Where more than one nomination is received a secret ballot of the Club Members should be used at the Annual General Meeting to determine who should fill the post. If only one nomination is received members may indicate by an open ballot if they wish to appoint the officer.

14.3.5.2 The term of office shall be for one year from the date of the Annual General Meeting, although Committee members shall be eligible for re-election following their term .

14.3.5.3 If the post of any officer or ordinary Committee member should fall vacant after such an election, the Committee shall have the power to fill the vacancy until the succeeding Annual General Meeting.

14.4 Club Members may also, from time to time:

14.4.1 by special resolution determine whether to approve any Bye Laws put before them by the directors, which are consistent with the these Articles and the Act, to govern:

- (a) classes and conditions of Membership;
- (b) the entrance fees, subscriptions and other fees or payments to be made by Members and guests;
- (c) the procedures for dealing with disciplinary action against Members, and/or for the expulsion of Members, and/or for refusals to renew Membership;
- (d) 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; and
- (e) matters relating to the use of the Club's premises.
- (f) any other matters considered appropriate to be dealt with in the byelaws

- 14.5 A general meeting may be called by the directors at any time and must be called within 21 days of a written request from at least 10% of the Club Membership or (where no general meeting has been held within the last year) at least 5% of the Club Membership.
- 14.6 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if any resolutions are to be proposed) setting out the terms of the proposed resolutions.
- 14.7 Members may submit resolutions for discussion and voting at any general meeting (including the Annual General Meeting) by submission of a written request at least 7 days in advance of such meeting
- 14.8 There is a quorum at a general meeting if the number of Club Members present in person or by proxy is at least 25%
- 14.9 The chairman at a general meeting is the Chairman of the Board of Directors if the Chairman of the Board of Directors is not present the Club Members present in person shall appoint a Chairman for the meeting.
- 14.10 Every Club Member present in person or by proxy has one vote on each issue.
- 14.11 Except where otherwise provided by these Articles or the Companies Acts, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 14.12 A technical defect in the appointment of a Club Member of which the Club Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution of the Club Members.

PART 5: ADMINISTRATIVE ARRANGEMENTS

15 RECORDS AND ACCOUNTS

15.1 The directors must comply with the requirements of the Companies Acts as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

15.1.1 annual returns;

15.1.2 annual reports; and

15.1.3 annual statements of account.

15.2 The directors must also keep records of:

15.2.1 all proceedings at meetings of the directors;

15.2.2 all resolutions in writing;

15.2.3 all reports of committees; and

15.2.4 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 Club Members who are not directors if the directors so decide].

15.4 Annual Financial Statements reviewed by a qualified accountant should be presented to members at the AGM each year.

15.4 A copy of the Club's Articles of Association and Byelaws and latest available statement of account must be supplied on request to any director.

16 INDEMNITY

16.1 Subject to Article 15.2, a director or former director of the Club may be indemnified out of the Club's assets against:

16.1.1 any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club;

16.1.3 any other liability incurred by that director as an officer of the Club.

16.2 This Article 15 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:

17.1.1 by hand;

17.1.2 by post; or

17.1.3 by suitable electronic means

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.

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

17.3.1 24 hours after being sent by electronic means, or delivered by hand to the relevant address;

17.3.2 two clear days after being sent by first class post to that address;

17.3.3 three clear days after being sent by second class or overseas post to that address;

17.3.4 immediately on being handed to the recipient personally; or, if earlier,

17.3.5 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 No amendments may be made to this Article 17 or to Articles 3, 18, or 19 without a unanimous resolution of the Club Members.

18.2 No amendments may be made to these Articles that may jeopardise the Club's status as a CASC without a unanimous resolution of the Club Members.

18.3 Subject to Articles 17.1 and 17.2, these Articles may be amended by special resolution of the Club Members.

19 PROFITS NOT TO BE DISTRIBUTED

19.1 All surplus income or profits are to be re-invested in the Club. No surpluses or assets will be distributed to members or 3rd parties.

20 DISSOLUTION

20.1 If the Club is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed among the Members of the Club, but shall be given or transferred, as the sole discretion of the directors, to:

20.1.1 some other club that is a registered CASC with purposes similar to those of the Club; or

20.1.2 a registered charity or the Sports Governing Body for use by them in related Community Sport;

WORCESTER CANOE CLUB

COMPANY NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WORCESTER CANOE CLUB

Each subscriber to this memorandum of association wishes to form a company under

the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

[Name]

.....
....

[Name]

.....
....

[Name]

.....
....

Dated: