



THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
PEVENSEY BAY SAILING CLUB LIMITED

Incorporating

Special Resolutions passed at General Meetings in

2002, 2016, 2020 & 2022

Signed 

David Boniface Commodore

Date..... 1-12-23

Singed 

Sarah Pullen Hon. Secretary

Date..... 1-12-23

THE COMPANIES ACT 1985
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ARTICLES OF ASSOCIATION OF
PEVENSEY BAY SAILING CLUB LIMITED

GENERAL

1. In these presents the words standing in the first column of the following Table shall bear the meaning set opposite to them respectively in the second column.

WORDS	MEANINGS
The Act	The Companies Act 1985 including any statutory modification or re-enactment for the time being in force.
The Club	The Club formed pursuant to paragraph 3(1) of the Memorandum of Association of Pevensey Bay Sailing Club Ltd.
Regulations	Any regulations of the Club from time to time in force and established by the authority of and subject to these presents.
Member	A paid up member of the Company and of the Club entered as such in the Register of Members or other record for the time being.
Voting Member	A Member who is a Paddle Sports member or Sailing plus Paddle Sports member aged at least 18 years at the date of a general meeting and who pays the subscription applicable to their membership category as prescribed by Regulation pursuant to Article 26* (13 th December 2020).

Officers Honorary titles including inter alia Commodore, Vice Commodore, Rear Commodore, Secretary, Treasurer, Membership Secretary, Sailing Secretary, Social Secretary.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof for the time being in force shall if not inconsistent with the subject or context bear the same meanings in these presents.

2. The maximum number of voting Members with which the Company proposes to be registered is 500.

3. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company shall sign a written application to become a Member such application for membership to be in such form as the Directors may by Regulation prescribe.

4. The Company is established for the purposes expressed in the Memorandum of Association.

5. (a) The subscribers to the Memorandum of Association and such other persons as shall be admitted to membership in accordance with the provisions herein contained and by Regulation shall be Members of the Company.

(b) A Member of the Company shall cease to be a Member on resignation, or upon failure to renew membership in accordance with the Regulations.

(c) There is no share capital and no transfers of shares in the capital of the company can be made.

GENERAL MEETINGS

6. A general meeting may be called by the Directors or on written notice to the Secretary by ten voting members giving the nature of the business to be considered and the Secretary shall within seven days of receiving the aforesaid written notice summon a general meeting

in accordance with Article 7. Not more than fifteen months shall elapse between the date of the Annual General Meeting and that of the next.

7. A General Meeting shall be held at a place reasonably local to or at the clubhouse and the Secretary shall at least twenty-one days before the date of meeting post or deliver to each Member notice thereof and of the business to be considered. Members shall be advised at least seven days in advance of the delivery of the notice of a General Meeting by entry in the Club magazine or otherwise in order to request business for inclusion in the agenda.

8. Twenty voting Members shall constitute a quorum at any General Meeting. In the event of a quorum not being present at a General Meeting no business shall be transacted and in such event the meeting shall be postponed to the same hour and at the same location two weeks later and if no quorum is present at the postponed meeting then the meeting shall be declared void and the Directors and Auditors shall be deemed to be re-elected.

9. At all General Meetings the chair shall be taken by the Commodore or by the Vice Commodore as defined herein or by some Director or in the event of the resignation or non-availability of all of the Directors by someone of those present chosen by the meeting.

VOTES OF MEMBERS

10. Votes may be given by voting members personally on a show of hands or on a poll.

11.(a) By a Regulation pursuant to Article 26 certain categories of Member may be entitled to attend and speak at the General Meeting without being entitled to vote but no Member shall be entitled to cast a vote either on a show of hands or on a poll when not qualified to be a Member of the Company.

11.(b) No club member or director shall be allowed to vote at a meeting or the members or directors on a matter where there is a clear conflict of interest.

12. Officers shall be appointed annually in General Meeting from amongst the voting members and who shall have been voting members of the Company for a minimum period of twelve months. The Commodore shall act as Chairman of the Company.

13. Officers shall be appointed and shall accept office as Directors of the Company. In addition further Directors shall be appointed annually such that the number of Directors shall be a maximum of twelve. All Directors shall retire from office at the next Annual General Meeting. The Directors shall request nominations from the whole membership to fill all Offices and Directorships twenty one days in advance of each Annual General Meeting.

14. Directors who are not also elected as Officers shall hold their Directorship for a maximum term of three years. The Commodore shall hold office for a maximum term of two years which may be extended by a further year, following a vote by the majority of the board of directors (19th June 2022).

15. All casual vacancies arising among the Directors shall be filled by the Directors. Any Director appointed under this Article shall retire at the following Annual General Meeting and shall be eligible as a candidate for re-election.

16. The Company may from time to time in General Meeting elect a President and up to two Vice Presidents each to hold honorary office for a term of three years and who shall not be eligible for consecutive re-election to the same post for one year such honorary offices conferring no directorship nor bearing any statutory or other rights or duties.

17. No Director shall receive any remuneration for his/her services in the capacity of Director but nothing therein contained shall prohibit the payment by the Company of any sum in reimbursement of clerical or other expenses incurred.

18. Six Directors shall constitute a quorum at any Directors meeting; reasonable notice shall be given to each Director of every Directors meeting.

POWERS OF THE BOARD OF DIRECTORS

19. Subject to the provisions of the Act the Memorandum and the Articles of Association or any special or unanimous resolution the business of the Company shall be managed by the Directors who may exercise all the powers in the Company. No alteration of the Memorandum and Articles or Regulation made in General Meeting shall invalidate any prior act of the Board of Directors which would have been valid if such resolution had not been made.

Whenever a Director has a financial interest or any duty which is material and which conflicts or may conflict with the interests of the Company in relation to a matter to be discussed at a meeting of the Board, that individual shall:

- (a) declare the nature of the interest at the time or before discussion begins on the matter,
- (b) withdraw from the meeting whilst that matter (only) is discussed unless expressly invited to remain in order to provide information;
- (c) not be counted in the quorum for that part of the meeting,

And

- (d) withdraw during the vote and have no vote on the matter (2016)

20. The Directors for the time being of the Company may act notwithstanding any vacancy in their body provided that in case the Directors shall at any time be or be reduced in number to less than six the Chairman shall appoint promptly further Director or Directors from among the Members.

21. The Directors shall appoint a sub-committee which shall be charged as a body with responsibility for the running and management of the Club Bar and with compliance with all aspects of licensing laws and regulations with sub-committee shall consist of six members two of whom shall be appointed by the Directors and four elected in General Meeting.

22. (i) Subject to the provisions of sub clause (ii) of this Article the Directors shall endeavour to carry on the business and activities of the Company so as to secure that taking one year with another the Company makes neither a profit nor loss;

(ii) The Directors may in their absolute discretion establish and maintain capital reserves management funds and any form of Sinking Fund in order to pay or contribute towards all costs fees and other expenses incurred or expected by the Directors to be incurred in the implementation of the Company's objects and to hold and invest and deal in and with such monies and interest arising thereon in such manner as may from time to time be determined by the Directors.

23. The Directors shall ensure that no dividend or other distribution is paid or made to any member save on a winding-up in accordance with clause 5 of the Memorandum of Association.

24. The Directors may exercise all the powers of the Company to borrow money and to issue securities with power to mortgage or otherwise charge the whole or any part of the Company's undertaking property and assets excluding real property.

25. The directors will ensure annual financial statements are prepared by a competent person in line with generally accepted accounting principles and presented to the members at the Annual General Meeting. The financial year end shall be 31st October or whatever period end the company shall approve in general meeting (5th June 2016).

DISSOLUTION

26. Clause 5 of the Memorandum of Association relating to the winding-up and dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles.

REGULATIONS

27. The Directors shall from time to time make such Regulations as they may deem necessary or expedient or convenient for the proper conduct and management of the Club in regard inter alia to the following matters:-

the conditions of admission of Members and their guests including any admission fees subscriptions and other fees charges contributions or other payments to be made by Members or their guests for the use of the facilities of the Club;

- (i) the conduct within the Club of the Members in relation to one another and to the Club the Company and its servants or agents;
- (ii) the rules regarding the organisation of races or similar events;
- (iii) the setting aside of the whole or any part or parts of the clubhouse and grounds at any particular time or times or for a particular purpose or purposes;
- (iv) the exclusion of individual Members from the Club;
- (v) the procedure for resolution of disputes between the Company or Club and Members;

PROVIDED ALWAYS (a) that the Company in general meeting shall have power to alter or repeal regulations made by the Directors, and (b) no regulation made by the Directors shall be inconsistent with or shall affect or repeal anything contained within the Memorandum or Articles of Association of the Company, and (c) written copies of regulations made by the Directors shall be sent to each member at his/her address of record.

28. The Directors may propose regulations for adoption by the Company in general meeting for any other purpose not dealt with by Article 26 such proposal to be dealt with as a Special Resolution with Special Notice and a copy of any such resolution containing the full wording of regulations adopted is to be attached to every copy of the Memorandum or Articles as appropriate and filed at the Companies Registry as required.

THE SUBSCRIBERS TO THE ARTICLES OF ASSOCIATION
were as follows:

J Martin Bedford
Drawfield Cottage
Wilmington
Polegate

East Sussex BN26 5SN

Peter Doughty
The Luff
Starrock Lane
Chipstead
Surry CR5 3QD

James F Tyler
14 Grange Gardens
Furness Road
Eastbourne
East Sussex BN20 7DA

Witness to the above Signatures:-

V. Hall J.P.
Coulsdon

Dated 10th March 1995



CONSOLIDATED

MEMORANDUM OF ASSOCIATION OF
PEVENSEY BAY SAILING CLUB LIMITED

Incorporating

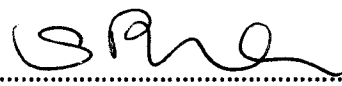
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Signed.....

David Boniface Commodore

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MEMORANDUM OF ASSOCIATION OF
PEVENSEY BAY SAILING CLUB LIMITED

1. The name of the Company (hereinafter called "the Company") is "PEVENSEY BAY SAILING CLUB LIMITED".

2. The Registered Office of the Company will be situate in England.

3. The Objects for which the Company established are:-

3(1)

(a) To acquire the assets, goodwill and liabilities of the voluntary and unincorporated association known as "PEVENSEY BAY SAILING CLUB";

(b) To acquire and hold the land and buildings identified as **FIRSTLY** all that freehold land in the Parish of Westham Eastbourne Sussex registered at HM Land Registry with the Title Absolute under title number SX5552 and **SECONDLY** all that freehold land situate in the Crumbles near Eastbourne Sussex from the high water mark (wherever that may be from time to time) to the edge of the shingle and with a depth of three hundred and seventy eight feet from the edge of the shingle to the rear of the property with a width at the shingle edge of two hundred and fifty nine feet and with a width at the rear boundary of two hundred and forty five feet all of which property is more particularly delineated on the plan attached to a Conveyance on Sale dated 21st October 1969 made between Stephen Valentine Bankes Wenham of the one part and Martin Overington Peter Geoffrey Stubley, Harry Crundwell and Anthony John Tomkins of the other part with admeasurements and thereon edged red **TOGETHER WITH** a full and free right of way thirty five feet in width with or without vehicles over and along the

strip of land coloured green on the said plan in common with the Vendor and his successors in title the said Chatsworth Estate Company and others entitled thereto.

TOGETHER WITH the rights and benefits and subject to the rights duties and liabilities as heretofore held by trustees on trust for the unincorporated association of persons known as Pevensey Bay Sailing Club at the direction of the Executive Committee thereof;

- (c) To establish maintain and conduct a Club for the promotion of sailing and paddle sports in such forms as the directors may from time to time decide (13th December 2020).
Pevensey Bay Sailing Club Ltd is open to applications from all persons regardless of ethnicity, nationality, sexual orientation, religion, beliefs, gender or disability (5th June 2016).
- (d) To provide instruction in the arts of sailing and seamanship to young persons and others;
- (e) To maintain, improve, alter, repair and equip any such place as aforesaid;
- (f) To promote and hold water sports race meetings regattas exhibitions and shows and give entertainment of all such kinds, and to join and assist others in doing so;
- (g) To provide within and about the aforesaid land and buildings a club house and grounds facilities and conveniences including food and refreshments of all kinds;
- (h) To purchase stock and resell alcoholic beverages of any kind and to make applications pursuant to and comply with licensing laws and other regulations;
- (i) To operate for the benefit of the Members as sailing craft builders repairers owners and hirers ships chandlers printers and publishers and to render to members and others any service or facility connected with the sport or pastime of sailing;

- (j) To consider all questions and matters affecting proprietors of sailing craft to collect and distribute statistics and information relating thereto and to promote or approve legislative and other bills and measures as may be thought desirable;
 - (k) Generally to provide all privileges advantages conveniences and facilities usually provided for Sailing Club members or which in the opinion of the Directors might conveniently be provided by the Company;
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- 3(2) To erect build construct alter improve enlarge maintain or work any roads stores buildings plant or machinery necessary for the Company's activities;
 - 3(3) To Borrow or raise money for the purposes of the Company with power to mortgage or otherwise charge the whole or any part of the Company's undertaking property and assets excluding real property;
 - 3(4) To pay out of the funds of the Company all expenses of or incidental to the formation registration and advertising of the Company;
 - 3(5) To subscribe money for any charitable benevolent educational or social object or for any exhibition or for any public general or useful object which is connected with the sport of sailing or its promulgation and which is reasonably local or pertinent to the membership of the Club;
 - 3(6) To invest the money of the Company in any deposit account of any bank or building society which is approved by the Bank of England to transact banking business in the United Kingdom or in any United Kingdom Government securities;
 - 3(7) To effect insurance against any risk to which the Company any property belonging to the Company any person employed by the Company or any Member acting on the Company's business may be subject;
 - 3(8) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all costs fees or other expenses incurred or

expected by the Directors to be incurred in the implementation of the Company's objects;

3(9) To enter into any arrangements with any government or authority (supreme municipal local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any grants charges decrees rights privileges or concessions which the Company may think desirable and to carry out exercise and comply with any such grants charges decrees rights privileges and concessions;

3(10) To affiliate to the Royal Yachting Association and the East Sussex Coastal Sailing Federation or either of them or any such organisation or similar body;

3(11) To do all such things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

4 The income and property of the Company howsoever derived shall be applied solely towards the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Member or Members of the Company subject to paragraph 5 hereof and provided nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered in a professional capacity nor prevent the payment of interest on normal commercial terms on money lent on reasonable and proper rent for premises demised or let by any Member of the Company; but so that no Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees.

5 If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Company, but shall be assigned

or transferred to some other approved sporting or charitable body or institution having objects similar to the objects of the Company and which shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Company under or by virtue of this clause and Clause 4 hereof such body or institution to be determined by the members of the Company in General Meeting at or before the time of dissolution (15th September 2002).

- 6 The liability of the Members is limited.
- 7 Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up during the time he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before the time at which he ceases to be a Member and of the costs charges and expenses of winding up the same and for the rights of the contributors amongst themselves such amount as may be required not exceeding one pound sterling.

THE SUBSCRIBERS TO THE MEMORANDUM OF ASSOCIATION
were as follows:

J Martin Bedford
Drawfield Cottage
Wilmington
Polegate
East Sussex BN26 5SN

Peter Doughty
The Luff
Starrock Lane
Chipstead
Surry CR5 3QD
James F Tyler
14 Grange Gardens
Furness Road
Eastbourne
East Sussex BN20 7DA

Witness to the above Signatures:-

V. Hall J.P. Coulsdon Dated 10th March 1995