

The Companies Act 2006

CSORC LTD

Limited By Guarantee

MEMORANDUM AND ARTICLES OF ASSOCIATION

Company Number: 16489709

Incorporated on 02/06/2025

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of CSORC LTD

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
EDWARD ARMITAGE	Authenticated Electronically

Dated: 02/06/2025

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF CSORC LTD (THE "CLUB")

PART 1: INTERPRETATION AND LIMITATION OF LIABILITY

DEFINED TERMS

- 1.1** The regulations contained in the Model Articles for Private Companies Limited by Guarantee set out in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 3229/2008), shall not apply to the Club.
- 1.2** In these Articles, 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
- Boating** means sporting, recreational and other equivalent activities carried out in water-borne craft of any description powered by the wind or by mechanical means or by oars or paddles
- Chair of the Meeting** has the meaning given in Article 7.4 or Article 13.9
- Club** means CSORC Ltd
- Companies Acts** means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Club
- CSSA** means the Civil Service Sailing Association or its successors
- Director** means a Director of the Club, and includes any person occupying the position of Director, by whatever name called
- Document** means any document (including any document sent or supplied in electronic form)
- Electronic Form** has the meaning given in section 1168 of the Act
- EGM** means an extraordinary general meeting of Members of the Club called by the Management Committee themselves or at the request of at least 10 Members of the Club
- Fees** means such charges as may be set by the Management Committee from time to time

Management Committee means the committee of Directors elected in accordance with Article 5 to carry out the running of the Club in accordance with Article 8

Member means every person who has agreed to become a company Member of the Club, who is entitled to vote at General Meetings 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 and Membership shall be interpreted accordingly

Ordinary Resolution means a motion or resolution passed by a simple majority of the Members in accordance with Article 13.12

Rules means such rule or rules made by the Management Committee in accordance with Articles 4.1.16 and 8.1

Special Resolution means a resolution of the Members passed by a majority of not less than 75% in accordance with section 283 of the 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.

1.3 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, provided that the Club may by Ordinary Resolution, review the meaning of the wording in these Articles if the Act is amended;

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

1.3.3 a reference to one gender shall include a reference to all 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 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.

LIABILITY OF MEMBERS

- 2.1 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 they are a Member or within one year after they cease to be a Member, for:
 - 2.1.1 payment of the Club's debts and liabilities contracted before they cease to be a Member or within one year after they cease to be a Member;
 - 2.1.2 payment of the costs, charges and expenses of winding up.

PART 2: OBJECTS & POWERS

3 OBJECTS

- 3.1 The Club is established on a 'not for profit' basis 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 the Civil Service Offshore Racing Club;
 - 3.1.2 to pursue the promotion of sport i.e. recreational boating including racing, training, coastal, offshore and ocean sailing in all its aspects for Members;
 - 3.1.3 to provide social and other facilities for Members as may be determined by the Directors.

4 POWERS

- 4.1 In pursuance of the objects set out in Article 3.1, the Club has the power to:
 - 4.1.1 establish, maintain and conduct a Boating club;
 - 4.1.2 promote and hold, either alone or jointly with any other association, club or persons, meetings and events for the purpose of Boating;
 - 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 yachts or 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 make, amend or revoke Rules, consistent with the objects of the Club for the management and well-being of the Club;
- 4.1.17 operate, maintain and repair to relevant standards of safety any boat owned by or on behalf of the Club;
- 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 A Director must be a Member of the Club.
- 5.2 Unless otherwise determined by a General Meeting the number of Directors shall not be less than four nor more than twelve.
- 5.3 The Annual General Meeting shall elect the Directors up to the maximum number. Directors shall hold office from the conclusion of the AGM at which they are elected until the next AGM, when they will resign and be eligible for re-election.
- 5.4 The Directors may at any time appoint any Member of the Club as a Director either to fill a casual vacancy or by way of addition to the Management Committee, provided that the prescribed maximum be not thereby exceeded.
- 5.5 Any Member so appointed shall retain their office only until the next Annual General Meeting, but they shall then be eligible for election.

6 TERMINATION OF DIRECTOR'S APPOINTMENT

- 6.1 A person ceases to be a Director as soon as:
 - 6.1.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a Director by law;
 - 6.1.2 that person is absent without notice from two consecutive meetings of the Directors and is asked by a majority of the other Directors to resign;
 - 6.1.3 a bankruptcy order is made against that person;
 - 6.1.4 a composition is made with that person's creditors generally in satisfaction of that person's debt;
 - 6.1.5 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; or
 - 6.1.6 that person is removed by the Members at a general meeting.

7 DIRECTORS' PROCEEDINGS

- 7.1 The Directors must hold at least three Management Committee meetings each year.

- 7.2 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 three, and, unless otherwise fixed, it is three.
- 7.3 A Management Committee 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.
- 7.4 A Director is chosen by the Directors participating to chair the meeting.
- 7.5 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose, the resolution may be contained in more than one document.
- 7.6 Every Director has one vote on each issue and, in case of equality of votes, the Chair of the meeting has an additional casting vote.
- 7.7 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 are responsible for the management of the Club's business, for which purpose they may exercise all the powers of the Club which are not reserved to the 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. All proceedings of committees must be reported promptly to the Directors.
- 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.

9 DIRECTORS' EXPENSES

- 9.1 The Club may pay any reasonable expenses permitted by tax law which the Directors properly incur in connection with the discharge of their responsibilities in relation to the Club.
- 9.2 The Management Committee may authorise the reimbursement of expenses or expenditure properly incurred by Members on Club business in pursuance of the objects set out in Article 3.1.

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 their 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;
 - 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 they derive 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 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 all the disinterested Directors.
- 10.6 When all the Directors of the Club are conflicted, the Club shall pass the conflict to the Members for approval by ordinary resolution.

PART 4: MEMBERSHIP

11 APPLICATIONS FOR MEMBERSHIP

- 11.1 Membership is open to any individual interested in the sport of Boating who is eligible for membership of the CSSA. Membership is not transferrable.
- 11.2 Every person who, at the date of incorporation of the Club, was a member of the unincorporated club known as the Civil Service Offshore Racing Club referred to in Article 3.1.1, in accordance with the Constitution of that club, shall be a Member of the Club.
- 11.3 No other person shall become a Member unless that person has completed an application for membership in a form approved by the Management Committee from time to time.

- 11.4 Membership is subject to payment of any Fees that may be set by the Management Committee.
- 11.5 Membership is also subject to acceptance of these Articles and of any Rules made by the Club, and acceptance of these Articles by the Member will be deemed to constitute consent to the holding of relevant personal data in compliance with current data protection legislation.
- 11.6 Every Member shall furnish the Club with an up-to-date postal address, email address (if available) and contact telephone number which shall be recorded in the Register of Members, and any notice sent to such address or email address shall be deemed to have been duly delivered within the normal course of post.

12 TERMINATION OF MEMBERSHIP

- 12.1 Any Member who wishes to retire from the Club shall give notice, in writing or email.
- 12.2 A Member shall be deemed to have resigned if, after reasonable reminder to do so, the Member fails to pay any Fees due or to comply with the Rules of the Club, or is no longer eligible for membership of the CSSA.
- 12.3 If the conduct of any Member otherwise constitutes a breach of the Club's Rules or of any of the provisions of these Articles, or if it is otherwise brought to the attention of the Management Committee as possibly being injurious to the character or interests of the Club, the behaviour of that Member shall be considered by the Management Committee but excluding any member of the Management Committee who is directly involved with the complaint. The Member shall be informed sufficiently in advance of the consideration and shall be entitled to make representations in person and/or offer evidence. The Member shall also be entitled to be assisted by an adviser. If the complaint is found by the Management Committee to be justified, the Management Committee may impose on the Member any sanction it considers appropriate including termination of Membership.
- 12.4 A Member whose membership is terminated under Article 12.3 shall not be entitled to a refund of any Fee and shall remain liable to pay to the Club any Fee or other sum they owe.

13 GENERAL MEETINGS

- 13.1 The Club shall hold a general meeting as an Annual General Meeting (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 from the Club's incorporation.
- 13.2 The AGM shall be held as soon as practicable after the completion and approval of the accounts by the Directors. At the AGM Members must receive the accounts of the Club for the previous financial year, receive a written report on the Club's activities, elect Directors to fill the vacancies arising, and appoint an independent examiner to review the accounts for the Club.
- 13.3 The Directors shall give Members at least 28 days' notice of the date and purpose of the AGM and invite Members to nominate Members for election as Directors.

- 13.4 Members shall give to the Directors at least 21 days' notice, signed by them and their seconders, of motions or nominations which they wish to be considered by the meeting. Directors shall give to Members at least 14 days' notice of such motions and nominations. The Directors shall include on the agenda of the AGM all such motions and nominations
- 13.5 An Extraordinary General Meeting may be called by the Management Committee at any time; or, after receipt of a full text of a motion giving the reasons thereof and signed by at least ten Members, shall be convened by the Management Committee within a period of 28 days.
- 13.6 The Directors shall give to Members at least 14 days' notice of such an EGM and its agenda. The business of the EGM shall be that for which it is called and no other.
- 13.7 All Members of the Club shall be entitled to attend general meetings. At these meetings, Members shall each be entitled to one vote.
- 13.8 Any Member who is entitled to vote, but is unable to attend a general meeting, may nominate the Chair of the meeting or another Member to exercise a proxy vote on the Member's behalf. The nomination of a proxy must be given in writing, and a separate nomination is required for each motion for which a proxy vote is to be cast. The nomination must be delivered to reach the company at least 48 hours before the time fixed for the meeting.
- 13.9 At all general meetings the Chair shall be taken by a Director, or if no Director is present the meeting must appoint a Member to chair the meeting. The appointment of the Chair of the meeting must be the first business of the meeting.
- 13.10 No business shall be transacted at a general meeting unless a quorum is present. The quorum at any general meeting shall be 8 Members entitled to vote in person or by proxy including one Director. If there is no quorum within half an hour of the time fixed for the meeting, the meeting, if called at the request of Members, shall be dissolved; in any other case it shall stand adjourned to a time and place to be decided by the Directors, and the Members present in person or by proxy including one Director shall constitute a quorum.
- 13.11 Every motion or amendment shall be proposed and seconded before it is discussed. The proposer of a motion shall have the right to reply to the points raised in the discussion at the close of the debate upon the motion immediately before it is put to the vote. If an amendment is proposed, the proposer of the motion shall be entitled to reply at the close of the debate upon the amendment.
- 13.12 Every question shall be determined by a simple majority of votes, unless otherwise expressly provided by these Articles. In the event of equality, the Chair of the meeting shall have an additional casting vote.

PART 5: ADMINISTRATIVE ARRANGEMENTS

14 RECORDS AND ACCOUNTS

- 14.1 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:

- 14.1.1 annual returns;
- 14.1.2 annual reports; and
- 14.1.3 annual statements of account.
- 14.2 The Directors must also keep records of:
 - 14.2.1 all proceedings at meetings of the Directors;
 - 14.2.2 all resolutions in writing;
 - 14.2.3 all reports of committees; and
 - 14.2.4 all professional advice obtained.
- 14.3 Accounting records relating to the Club must be made available for inspection by any Director at any time during normal office hours.
- 14.4 A copy of the Club's Articles, Rules and latest available statement of account must be supplied to any Director or Member on application, within a reasonable time.

15 INDEMNITY

- 15.1 Subject to Article 15.2, a Director or former Director of the Club may be indemnified out of the Club's assets against any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Club or any other liability incurred by that Director as an officer of the Club.
- 15.2 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.
- 15.3 The Directors may decide to purchase and maintain insurance, at the expense of the Club, for the direct benefit of any relevant Director or Member in respect of any relevant loss.

16 COMMUNICATIONS

- 16.1 Notices and other documents to be served on Members or Directors under these Articles or the Companies Acts may be served:
 - 16.1.1 by hand;
 - 16.1.2 by post;
 - 16.1.3 by suitable electronic means;
 - 16.1.4 by publication in the Club's Newsletter or on the Club's web site.
- 16.2 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.

- 16.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 16.3.1 24 hours after being sent by electronic means, posted on the Club's website or delivered by hand to the relevant address;
 - 16.3.2 two clear days after being sent by first class post to that address;
 - 16.3.3 four clear days after being sent by second class or overseas post to that address;
 - 16.3.4 immediately on being handed to the recipient personally; or if earlier
 - 16.3.5 as soon as the recipient acknowledges actual receipt.
- 16.4 A technical defect in service of which the Directors are unaware at the time does not invalidate decisions taken at a meeting.
- 16.5 For the purposes of this Article 16, no account shall be taken of any part of a day that is not a Business Day.

17 AMENDING THE ARTICLES

- 17.1 These Articles may be amended by Special Resolution of the Members.

18 PROFITS NOT TO BE DISTRIBUTED

- 18.1 The income and property of the Club shall be applied solely in promoting the objects of the Club as set out in Article 3.1.
- 18.2 No portion thereafter shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of surplus, to Members of the company. No Director of the company shall be paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the company for discharging their duties as such. Nothing in these Articles shall prevent any payment in good faith by the Club of reasonable out-of-pocket expenses properly incurred by any Director, Member or servant of the Club.
- 18.3 Except in the case of Dissolution of the Club, surpluses shall not be distributed.

19 ASSET DISTRIBUTION ON DISSOLUTION

- 19.1 If upon 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 Club but shall be given or transferred to the CSSA. If at that time the CSSA or its successors do not exist, some other institution or institutions having objectives similar to those of the Club shall be the beneficiaries.