ARTICLES OF ASSOCIATION

FOR THE ROYAL YACHTING ASSOCIATION

(Company No: 00878357)

2026

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THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF ROYAL YACHTING ASSOCIATION

DEFINITIONS

1. DEFINED TERMS

1.1 In these Articles the words in the first column of the following table bear the meanings set opposite in the second column, if this is not inconsistent with the subject of the text:

Words	Meanings
Articles	the Association's articles of association and any reference to an "Article" is to an article of these articles of association;
Appointed Directors	means directors appointed by the Board in accordance with Article 11.1.2;
Association Proxy Address	(a) the registered office of the Association from time to time; or (b) any other address specified by the Association, including electronic addresses;
the Association	the Royal Yachting Association;
the Board	the board of directors for the time being of the Association;
Board Regulations	means the regulations in force from time to time relating to governance of the affairs of the Board, approved by the Board pursuant to Article 14;
Boating	sporting, recreational, or relevant professional and other activities carried out in water-borne craft of any description powered by the wind or by mechanical means, but not including activities deemed to be 'paddle sports';
Chair	the individual elected by the Board as its Chair in accordance with Article 11.1.3;
chair of the meeting	the chair of a Board meeting in accordance with Article 11.1.3 and the Board Regulations, or the chair of a general meeting, in accordance with Article 22, as the context requires;
Companies Acts	the Companies Act 1985, the Companies Act 2006, and the Companies Consolidation (Consequential Provisions) Act 1985 and any subsequent company law legislation in England and Wales in so far as they remain in force and in so far as they apply to the Association;
Corporate Member	has the meaning given in Article 15.8;
director	a director of the Association, and includes any person occupying the position of director, by whatever name called;

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document	any document (including any document sent or supplied in electronic form);
electronic form	has the meaning given in section 1168 of the Companies Act 2006;
Engagement Strategy	has the meaning given in Article 8;
Hybrid Meeting	has the meaning given in Article 19.4;
Independent Directors	directors who meet the definition of "Independent Directors" as set out in the Board Regulations;
Individual Members	Members who are individual natural persons;
Member	every person who agrees to become a member of the company, and whose name is entered in the Association's register of members;
Nominated Directors	directors appointed by the Members in accordance with Article 11.1.1;
Non-Executive Directors	the Chair, and all Appointed Directors and Nominated Directors, as well as any other directors co-opted in accordance with Article 11.2;
Officers	the directors, the company secretary (where appointed) and the President;
Ordinary resolution	has the meaning given in section 282 of the Companies Act 2006;
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;
President	the individual appointed in accordance with Article 33;
Primary Location	has the meaning given in Article 19.4;
proxy notice	has the meaning given in Article 29.2;
Remote Attendance	means remote attendance at a general meeting by such means as are approved by the directors in accordance with Article 19.5;
RYA Tribunal	means the panel formed by the Board to exercise the disciplinary functions of the RYA in accordance with the RYA Tribunal Terms of Reference;
RYA Tribunal Terms of Reference	means the terms of reference in force from time to time relating to governance and operation of the RYA Tribunal, approved by the Board pursuant to Article 14;
Special resolution	has the meaning given in section 283 of the Companies Act 2006;

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Stakeholder	a person or group which has an interest (whether financial or otherwise) in the Association or is affected by its actions;
Unincorporated Association Member	has the meaning given in Article 15.10;
website	the website of the Association from time to time (www.rya. org.uk and any successors);
writing	refers to a legible document on paper or a document sent in electronic form which is capable of being printed out on paper;
Yachting	is a synonym for Boating.

1.2 Any words importing the singular number only will include the plural number and vice versa.

1.3 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Association.

1.4 The model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) are excluded in whole and shall not apply to the Association.

OBJECTS

2. **OBJECTS**

2.1 The objects of the Association are:

(a) To promote Boating.

(b) To act as the national governing body for Boating.

(c) To provide to the Members services, advice, and assistance in connection with Boating.

(d) To represent and protect the Boating interests of the Members.

(e) To provide and promote Boating-related education, competition, training, and other services to the Members, relevant organisations, and the public.

(f) To do all other things that are incidental or conducive to the attainment of the above objectives.

2.2 No addition, alteration or amendment may be made to the Articles which would mean the Association no longer fulfilled the provisions of section 62 of the Companies Act 2006 (dispensation from requirement to use “limited”)

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3. **LIABILITY OF MEMBERS**

3.1 The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Association 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:

(a) payment of the Association's debts and liabilities contracted before they ceased to be a Member;

(b) payment of the costs, charges, and expenses of winding up; and

(c) adjustment of the rights of the contributories among themselves.

4. **ASSET LOCK AND DISTRIBUTION ON DISSOLUTION**

4.1 The income and property of the Association will be applied solely towards the promotion of the objects of the Association. No dividends, bonuses or other similar payments will be made to the Members. However, Members and employees may be remunerated for actual services they provide to the Association on terms decided by the Board and may benefit from the indemnity in Article 36. For the avoidance of doubt, this Article 4.1 shall not prevent any payments to the directors permitted elsewhere in these Articles, including Articles 12, 13 and 36 and any other permitted causes under Article 10.6.

4.2 If the Association is wound up or dissolved and there is any property remaining after all its debts are settled this will be given to some other institution or institutions that support Boating, provided that the receiving institution(s) also prohibits the distribution of income and property among its members in the same way as the Association. These institution(s) will be decided by the Members at or before the time of dissolution. If this distribution cannot be achieved then the property will be donated to charity.

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

5. **DIRECTORS' AUTHORITY**

Subject to the Articles, the directors are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.

6. **BOARD MAY DELEGATE**

6.1 Subject to the Articles, the Board may delegate any of the powers which are conferred on the directors under the Articles to such person or committee, by such means (including by power of attorney in the case of an agent), to such an extent, in relation to such matters or territories, and on such terms and conditions, as it thinks fit.

6.2 If the Board so specifies, any delegation of the directors' powers in accordance with this Article 6 may authorise further delegation of the directors' powers by any person or committee to which they are delegated.

6.3 The Board may revoke any delegation in whole or part, or alter its terms and conditions.

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7. **COMMITTEES**

7.1 In the case of delegation to committees:

7.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee(although the resolution may allow the committee to make co-options up to a specified number);

7.1.2 the composition of any committee shall be entirely in the discretion of the directors and may include such of their number (if any) as the resolution may specify;

7.1.3 the deliberations of any committee must be reported regularly to the directors and any decision taken by any committee must be reported promptly to the directors and every committee must produce minutes of their meetings for that purpose;

7.1.4 the directors may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

7.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Association except where authorised by the directors or in accordance with a budget which has been approved by the directors.

7.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the directors so far as they apply and are not superseded by any regulations made by the directors under Article 14.

8. **ENGAGEMENT STRATEGY WITH MEMBERS AND STAKEHOLDERS**

8.1 The Board shall establish and implement an engagement strategy (the "**Engagement Strategy**") for ensuring that:

(a) Members are consulted on the development of the Association's high-level strategies and major strategic and policy decisions which affect Boating; and

(b) due consideration is given to the views of the Association's Stakeholders.

8.2 The Engagement Strategy, including the means of implementation and assessment of its effectiveness, shall be formalised by the Board and reviewed by the Board annually. The Engagement Strategy shall be presented to the Members from time to time for consultation and review.

9. **DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

The directors must take decisions collectively as a Board in accordance with any procedures set out in regulations made by the Board under Article 14. In the absence of any such regulations, all decisions must be taken by majority decision at a quorate meeting of the Board.

10. **CONFLICTS OF INTEREST**

10.1 Subject to Article 10.2, a director must declare the nature and extent of:

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10.1.1 any direct or indirect interest which they have in a proposed transaction or arrangement with the Association; and

10.1.2 any duty or any direct or indirect interest which they have which conflicts or may conflict with the interests of the Association or their duties to the Association.

10.2 There is no need to declare any interest or duty of which the other directors are, or ought reasonably to be, already aware.

10.3 Subject to Article 10.4, if a proposed decision of the Board is concerned with an actual or proposed transaction or arrangement with the Association 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 (but may partake in relevant discussions to such extent as is necessary).

10.4 In the situations set out in Article 10.5, a director who is interested in an actual or proposed transaction or arrangement with the Association is to be counted as participating in the decision-making process for quorum and voting purposes.

10.5 Article 10.4 applies when:

(a) the director's interest cannot reasonably be regarded as likely to give rise to a material conflict of interest; or

(b) the director's conflict of interest arises from a permitted cause (as defined in Article 10.6).

10.6 For the purposes of this Article 10, the following are permitted causes:

(a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries;

(b) a subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities;

(c) indemnity payments arising from Article 36; and

(d) reimbursement of expenses in accordance with Article 13.

10.7 For the purposes of this Article 10 references to proposed decisions and decision-making processes include any Board meeting or part of a Board meeting.

10.8 Subject to Article 10.9, if a question arises at a Board meeting or at a meeting of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chair of the meeting, whose ruling in relation to any director other than the individual who is the chair of the meeting is to be final and conclusive.

10.9 If any question as to the right to participate in the Board meeting (or part of the Board meeting) should arise in respect of the individual who is chair of the meeting, the question is to be decided by a decision of the directors at that meeting, for which purpose the individual who is

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chair of the meeting is not to be counted as participating in the Board meeting (or that part of the meeting) for voting or quorum purposes.

APPOINTMENT OF AND REMOVAL OF DIRECTORS

11. **METHODS OF APPOINTING AND REMOVING DIRECTORS**

11.1 Subject to Article 11.4, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

11.1.1 in the case of Nominated Directors by election by the Members;

11.1.2 in the case of Appointed Directors by a decision of the directors;

11.1.3 in the case of the Chair by a decision of the directors; and

11.1.4 in the case of other categories of directors appointed under any regulations prescribed by the Board in accordance with Article 14, in the manner prescribed in those regulations.

11.2 The Board may in exceptional circumstances and where necessary to ensure that the Board has the skills and/or experience necessary to fulfil its role co-opt onto the Board any person who is a Member and who is willing to act as a director and is permitted by law to do so. Such appointee shall hold office until the earlier of the next general meeting or such time as such skills and/or experience are no longer required.

11.3 Any director other than a Nominated Director may be removed by a decision of the directors. Nominated Directors may be removed by an ordinary resolution of the Members.

11.4 Subject to Articles 11.1 to 11.3, regulations (including the Board Regulations) prescribed by the directors under Article 14 may set out criteria detailing eligibility for directorship, the composition of the Board (including requirements in respect of the proportion of Independent Directors) and a more detailed process for the selection, election, appointment and removal of directors.

12. **DIRECTORS' REMUNERATION**

12.1 Directors may undertake any services for the Association that the Board decides.

12.2 Subject to Articles 12.3 and 12.4, directors are entitled to such remuneration as the Board determines for their services to the Association as directors, and for any other service that they undertake for the Association.

12.3 The Chair may be paid reasonable and proper remuneration for their services provided as Chair to the Association as agreed by the Board from time to time. Unless the Board decides otherwise, any Chair remuneration accrues from day to day.

12.4 Non-Executive Directors (other than the Chair, as expressly provided under clause 12.3) are not entitled to remuneration for their services as directors to the Association (except for the reimbursement of expenses incurred as directors on Association business under Article 13.)

12.5 A director's remuneration may take any form and include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness, or disability benefits, to or in respect of that director.

12.6 Unless the Board decides otherwise, directors are not accountable to the Association for any remuneration which they receive as directors or other officers or employees of the

Association's subsidiaries or of any other body corporate in which the Association is interested.

13. **DIRECTORS' EXPENSES**

13.1 The Association may pay any reasonable expenses which the directors properly incur in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Association including:

13.1.1 their attendance at Board meetings or meetings of any committees of the Board or general meetings; and

13.1.2 implementation of the Engagement Strategy.

REGULATIONS

14. **DIRECTORS' DISCRETION TO MAKE REGULATIONS**

14.1 Subject to Article 14.3, the Board may make any regulations which it thinks fit about any matter within the power of the directors, including, for the avoidance of doubt arrangements for Remote Attendance at general meetings, advance poll voting, and arrangements for the selection and election of Nominated Directors, including any relevant restrictions or limitations.

14.2 Subject to Article 14.3, the directors may at any time amend or remove any regulation made in accordance with this Article 14.

14.3 The directors may not implement, amend or remove any regulations pertaining to Articles 8 (Engagement Strategy with Members and Stakeholders) and/or 11 (Methods of Selecting, Electing, Appointing and Removing Directors) nor amend Board Regulations 5, 7, 8, 9, 10 or 11 without the prior consent of the Members, which must be given by way of Special resolution.

MEMBERSHIP

BECOMING AND CEASING TO BE A MEMBER

15. **APPLICATIONS FOR MEMBERSHIP**

15.1 Membership of the Association is subject to approval by the Board and to any membership regulations created in accordance with Article 14. Membership is open to:

(a) any individual interested in furthering the objects of the Association who applies to the Association in the form required by the Board; and

(b) any organisation interested in furthering the objects of the Association that applies to the Association in the form required by the Board.

15.2 Membership of the Association is not transferable.

15.3 The number of Members of the Association is unlimited.

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15.4 Membership of the Association is subject to any subscription or affiliation fees that may be set by the Board from time to time.

15.5 The Board may reject an application for Membership where:

15.5.1 the Board has reasonable grounds to determine that the applicant has by their or its previous actions or omissions demonstrated that their or its admission to membership would damage the Association's reputation; and/or

15.5.2 the Board considers (acting reasonably) that an organisation's objects are in conflict with those of the Association or are too loosely aligned to those of the Association.

15.6 Any rejection of an application for Membership shall be notified in writing to the applicant within 21 days of the Board's decision.

15.7 An applicant who has been refused admission as a Member may submit written representations to the RYA Tribunal for reconsideration of their application. The RYA Tribunal's decision following any such written representations must be notified to the applicant in writing but shall be final.

CORPORATE MEMBERS

15.8 An organisation admitted to membership which is an incorporated body (a "**Corporate Member**") may by resolution of its directors or other governing body authorise a person or persons to act as its authorised representative or representatives at any meeting of the Association. Evidence of the appointment of the representative must be provided in the form of:

15.8.1 an original or certified copy of the resolution of the directors or other governing body of the Corporate Member;

15.8.2 a letter confirming the appointment of the representative on the letterhead of the Corporate Member signed by a duly authorised individual and submitted with evidence of the authority under which it was signed; or

15.8.3 such other form as the directors may reasonably require.

15.9 A person authorised under Article 15.8 may exercise (on behalf of the Corporate Member) the same powers as the Corporate Member could exercise if it were an Individual Member.

UNINCORPORATED ASSOCIATION MEMBERS

15.10 An organisation admitted to membership which is unincorporated (an "**Unincorporated Association Member**") shall be a member through the person of its nominated representative from time to time. Every such organisation must notify the Association in writing of the name of its nominated representative and may, subject to the directors' right to decline to accept any person as a member, replace such nominated representative at any time by giving notice to the Association. The membership rights may be exercised by the nominated representative or by the organisation which they represent.

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16. **TERMINATION OF MEMBERSHIP**

16.1 Membership of the Association terminates when:

16.1.1 a Member dies or ceases to exist; or

16.1.2 a Member is adjudicated bankrupt (and for this purpose "bankrupt" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy) or insolvent; or

16.1.3 a Member, being a Corporate Member, goes into liquidation other than for the purpose of a solvent reconstruction or amalgamation, has an administrator or a receiver or an administrative receiver appointed over all or any part of its assets, or has an order made or a resolution passed for its winding up; or

16.1.4 a Member fails to pay their subscription or other sum payable by the Member to the Association which remains unpaid seven days after notice served on the Member by the Association informing them or it that they or it will be removed from membership if it is not paid. The directors may readmit to membership any person or organisation removed from membership on this ground upon them or it paying such reasonable sum as the directors may determine; or

16.1.5 on the expiry of at least seven days' notice given by the Member to the Association of their or its intention to withdraw; or

16.1.6 the RYA Tribunal determines, after giving the Member at least 14 days' notice of the circumstances alleged to justify expulsion and a reasonable opportunity of making representations, that a Member has, in the RYA Tribunal's opinion, by misconduct or omission, seriously damaged (or is likely to seriously damage) the reputation of the Association or has otherwise brought it into disrepute or has failed to comply with such membership regulations as may be in force from time to time. A Member expelled by such decision shall nevertheless remain liable to pay to the Association any subscription or other sum owed by them or it.

16.1.7 In the event of termination of membership for whatever reason, no refunds will be payable to the Member for any subscription or affiliation fee.

ORGANISATION OF GENERAL MEETINGS

17. **NOTICE OF GENERAL MEETINGS**

17.1 All general meetings will be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if this is agreed by a majority of the Members together holding not less than ninety per cent of the total voting rights at that meeting of all the Members.

17.2 Notice of all general meetings must:

17.2.1 specify the time and place of the meeting;

17.2.2 specify the general nature of the business to be transacted;

17.2.3 require Corporate Members to nominate their authorised representative for the meeting;

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17.2.4 if a Special resolution is to be proposed, include the proposed resolution, and specify that it is proposed as a Special resolution;

17.2.5 include with reasonable prominence a statement informing the member of their or its rights to appoint another person as their or its proxy at a meeting of the Association; and

17.2.6 be given to all directors and Members and to the auditors.

17.2.7 If the general meeting is to be a Hybrid Meeting, the notice must contain the information specified in Article 19.6.2.

17.3 The accidental omission to give notice of a meeting or to send any voting or ballot paper or other document to, or the non-receipt of such notice, voting or ballot paper or other document by, any member entitled to receive such notice or document will not invalidate the proceedings at that meeting.

18. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

18.1 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.

18.2 The Board may, in their discretion, make such arrangements as they consider appropriate to enable those attending a general meeting to exercise their rights to speak at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms.

19. ANNUAL GENERAL MEETING

19.1 Subject to the provisions of Article 19.2, a general meeting will be held at least once each year within nine months of the end of the Association's financial year, on a date to be decided by the Board. The accounts for the previous financial year will be laid before this meeting, which is referred to in these Articles as the annual general meeting (the "**AGM**").

19.2 Notwithstanding Article 19.1, the directors may, at their discretion, suspend the requirement to hold an AGM within the time limits specified in Article 19.1 for a particular calendar year, if they consider that due to circumstances beyond their control holding the AGM within those time limits would pose significant safety or other risks to the Association, the directors and/or the members or would be in breach of any relevant laws or regulations. The directors must keep any suspension under regular review and must endeavour to arrange the AGM for later in the calendar year once they consider it to be safe and practicable to do so. If they do not consider it to be safe and practicable to rearrange the AGM in the same calendar year, the directors may decide that no AGM shall be held in that calendar year and must make such arrangements as they think fit to deal with any business ordinarily dealt with at the AGM

19.3 The AGM will be held at a time and place as decided by the Board.

HYBRID MEETINGS AND REMOTE ATTENDANCE

19.4 A Hybrid Meeting is a general meeting where the directors have made arrangements to enable those attending the meeting to exercise their rights to speak and/or vote at the meeting either by physical attendance at the place specified in the notice of the meeting ("the **Primary Location**") or by Remote Attendance.

19.5 The directors may (but shall be under no obligation to) make such arrangements for Remote

Attendance at a Hybrid Meeting as they may (subject to the requirements of the Companies Acts) decide. The entitlement of any person to attend a general meeting by Remote Attendance shall be subject to such arrangements.

19.6 In the case of a Hybrid Meeting:

19.6.1 the provisions of the Articles shall be treated as modified to permit such arrangements and in particular:

a) references in the Articles to a person attending and being present or present in person at the general meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting by Remote Attendance; and

b) references in these Articles to the place of a general meeting shall be treated as references to the Primary Location;

19.6.2 the directors must ensure that the notice of a Hybrid Meeting includes:

(a) details of the Primary Location; and

(b) details of the arrangements for Remote Attendance and any restrictions on Remote Attendance;

19.6.3 the directors may decide:

(a) how those attending via Remote Attendance may communicate with the meeting, for example by communicating with the chair in writing using an electronic platform;

(b) how those attending via Remote Attendance may vote;

19.6.4 the arrangements for Remote Attendance may be changed or withdrawn in advance of the meeting by the directors, who must give the members as much notice as practicable of the change;

19.6.5 in the event of technical failure during the meeting the chair of the meeting may adjust or withdraw the arrangements for Remote Attendance and/or adjourn the meeting.

20. CALLING GENERAL MEETINGS

20.1 The directors may call a general meeting of the Association at any time.

20.2 The directors must call a general meeting if required by notice in writing from:

20.2.1 1,000 Individual Members; or

20.2.2 100 Corporate or Unincorporated Association Members (taken in aggregate).

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21 QUORUM FOR GENERAL MEETINGS

21.1 No business other than the appointment of the chair of the meeting will be transacted at a general meeting unless a quorum is present.

21.2 There is a quorum at a general meeting if there are at least 100 Members represented in person or by proxy, which includes the authorised representatives of Corporate Members.

22 CHAIRING GENERAL MEETINGS

22.1 The President will chair all general meetings if present and willing to do so. For the avoidance of doubt, the chair of the meeting may attend the meeting by Remote Attendance.

22.2 If the President is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start, the Chair will chair the meeting if present and willing to do so.

22.3 If neither the President nor the Chair is present within fifteen minutes of the time at which a meeting was due to start, or are unwilling to chair the meeting, the Members present will appoint one of their number to chair the meeting and the appointment of a chair must be the first business of the meeting.

22.4 The individual chairing a meeting in accordance with this Article 22 is referred to as “the chair of the meeting”.

22.5 For the avoidance doubt, a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed chair of the meeting under Article 22.3.

23 ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

23.1 Directors may attend and speak at general meetings.

23.2 The chair of the meeting may permit other persons who are not Members to attend and speak at a general meeting.

24 ADJOURNMENT

24.1 If the persons attending the 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, then:

24.1.1 if the general meeting was convened on the requisition of Members, it will be dissolved; and

24.1.2 in any other case, the chair of the meeting must adjourn it.

24.1.3 The chair of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any individual attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

24.2 The chair of the meeting must adjourn a general meeting if directed to do so by a majority of the Members present at that meeting.

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24.3 When adjourning a general meeting, the chair of the meeting must 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 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

24.4 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Association 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) to the same persons to whom notice of the Association's general meetings is required to be given, and containing the same information which such notice is required to contain under Article 17.2.

24.5 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.

24.6 Members who were not present either in person or by proxy at a general meeting, but who are entitled to attend and vote in person or by proxy at general meetings, are entitled to attend and vote either in person or by proxy at any adjourned meeting.

25 POSTPONEMENT

25.1 If, after the sending of notice of a general meeting, but before the meeting is held or, after the adjournment of a general meeting but before the adjourned meeting is held (whether or not notice of the adjourned meeting is required), the directors consider that, due to circumstances beyond their control, proceeding with the general meeting on the date or at the time or place specified in the notice calling the general meeting would pose significant safety or other risks to the Association, the directors and/or the members or would be in breach of any relevant laws or regulations, they may postpone the general meeting to another date, time and/or place.

25.2 When a general meeting is so postponed, notice of the date, time and place of the postponed meeting shall be given in such manner as the directors may, in their absolute discretion, determine. Notice of the business to be transacted at such postponed meeting shall not be required.

25.3 No business shall be transacted at any postponed meeting other than business which might properly have been transacted at the meeting had it not been postponed.

25.4 If a general meeting is postponed in accordance with this Article 25, the appointment of a proxy will be valid if a proxy notice is received at an Association Proxy Address in accordance with the Articles not less than 48 hours before the time appointed for holding the postponed meeting. Saturdays, Sundays, and public holidays shall not be counted when calculating this 48-hour period.

VOTING AT GENERAL MEETINGS

26 VOTING: GENERAL

26.1 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 the Articles.

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26.2 Every Member (including Unincorporated Association Members) and authorised representative of a Corporate Member will be sent a voting paper or papers indicating the number of votes of that Member. No Member is entitled to attend or vote at any general meeting unless that Member produces their or its voting paper for the meeting. The directors may make appropriate alternative arrangements for Hybrid Meetings.

26.3 A person is able to exercise the right to vote at a general meeting when:

26.3.1 that person is able to vote, during the meeting (or in the case of a poll, within the time period specified by the chair of the meeting), on resolutions put to the vote at the meeting; and

26.3.2 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.

26.4 On a poll at a general meeting, and on a ballot for the election of Nominated Directors:

26.4.1 each individual Member has one vote; and

26.4.2 each Corporate Member and Unincorporated Association Member has one vote for each complete £100 of the amount of the affiliation fee which became due and which was paid by it to the Association in the twelve months preceding the date of the notice convening the meeting.

26.5 A declaration by the chair of the meeting that a resolution has on a show of hands been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority is conclusive.

26.6 In the case of an equality of votes, either on a show of hands or on a poll, the chair of the meeting is entitled to a casting vote.

27 ERRORS AND DISPUTES

27.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned or postponed meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

27.2 Any objection in accordance with Article 27.1 must be referred to the chair of the meeting whose decision is final.

28 POLL VOTES

28.1 Subject to the Articles, a poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or 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.

28.2 A poll may be demanded by:

28.2.1 the chair of the meeting;

28.2.2 the directors;

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28.2.3 five or more persons having the right to vote on the resolution;

28.2.4 any person, who, by virtue of being appointed proxy or authorised representative of a Corporate Member for one or more Members having the right to vote on the resolution, holds five or more votes; or

28.2.5 a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.

Procedure on a poll

28.3 Subject to the Articles and, in particular, Articles 28.4 and 28.5, polls at general meetings must be taken when, where and in such manner as the chair of the meeting directs.

28.4 Any Member entitled to vote on a resolution which the directors have determined in advance of the meeting shall be a poll may vote in advance of the meeting in such manner as the directors may direct.

28.5 The directors may make such arrangements as they think fit to allow Members of the Association to:

28.5.1 vote in advance on any resolution on which a poll is taken at a general meeting; and/or

28.5.2 vote by electronic means on any resolution on which a poll is taken at a general meeting.

28.6 A demand for a poll may be withdrawn if the poll has not yet been taken, and the chair of the meeting consents to the withdrawal.

Results

28.7 The chair of the meeting may appoint scrutineers (who need not be Members) and decide how and when the result of a poll is to be declared.

28.8 The result of a poll shall be the decision of the meeting in respect of the resolution on which the poll was demanded.

Timing

28.9 A poll on the election of a chair of the meeting or on a question of adjournment shall be taken immediately. Other polls must be taken within 30 days of their being demanded.

28.10 The demand for a poll will not prevent the meeting continuing with any business other than the question on which a poll has been demanded.

Notice

28.11 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded.

28.12 In any other case, at least 7 days' notice must be given specifying the time and place at which the poll is to be taken.

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29 THE APPOINTMENT OF PROXIES

29.1 Every Member is entitled to appoint a proxy, who need not be a Member, to attend on their behalf at general meetings and to exercise all their voting rights and other rights.

29.2 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

(a) states the name and RYA membership number of the Member appointing the proxy;

(b) identifies the individual appointed to be that Member's proxy and the general meeting in relation to which that individual is appointed;

(c) is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the directors may determine; and

(d) is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

29.3 The Association may require proxy notices to be delivered in a particular form and may specify different forms for different purposes.

29.4 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.

29.5 Unless a proxy notice indicates otherwise, it must be treated as:

29.5.1 allowing the individual appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

29.5.2 appointing that individual as a proxy in relation to any adjournment or postponement of the general meeting to which it relates as well as the meeting itself.

29.6 A proxy for a member representing an Unincorporated Organisation Member under Article 15.10 may be appointed by the Member or by the organisation which he or she represents.

30 DELIVERY OF PROXY NOTICES

30.1 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 or postponement of it, even though a valid proxy notice has been delivered to the Association Proxy Address by or on behalf of that person. If the person casts a vote in such circumstances, any vote cast by the proxy appointed under the proxy notice is not valid.

30.2 An appointment under a proxy notice may be revoked by delivering to the Association Proxy Address a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

30.3 A notice revoking a proxy appointment only takes effect if it is received at the Association Proxy Address before the start of the meeting or adjourned or postponed meeting to which it relates.

30.4 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.

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30.5 If the Association specifies an electronic Association Proxy Address in a notice, instrument of proxy or invitation to appoint a proxy in relation to a particular meeting, it will be deemed to have agreed that any proxy notice or other documentation relating to the meeting in question may be delivered electronically to that Association Proxy Address (subject to any conditions or limitations specified in the notice, instrument of proxy or invitation to appoint a proxy).

31 TIMING

31.1 Subject to Articles 31.2 and 30.3, a proxy notice must be received at an Association Proxy Address not less than 48 hours before the general meeting or adjourned or postponed meeting to which it relates.

31.2 In the case of a poll not taken during the meeting but taken not more than 48 hours after it was demanded, the proxy notice must be:

31.2.1 received in accordance with Article 31.1; or

31.2.2 given to the chair of the meeting, secretary (if any) or any director at the meeting at which the poll was demanded.

31.3 Saturdays, Sundays, and public holidays are not counted when calculating the 48-hour period referred to in this Article 31.

32 AMENDMENTS TO RESOLUTIONS

32.1 An Ordinary resolution to be proposed at a general meeting may be amended by Ordinary resolution if:

32.1.1 notice of the proposed amendment is given to the company 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 chair of the meeting may determine), and

32.1.2 the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

32.2 A Special resolution to be proposed at a general meeting may be amended by Ordinary resolution, if:

32.2.1 the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

32.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

32.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair of the meeting's error does not invalidate the vote on that resolution.

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THE PRESIDENT

33 ELECTION AND STATUS

33.1 The President shall be elected annually by Ordinary resolution of the Members at the AGM. The maximum number of terms of office is unlimited. The President shall be admitted as a Member upon being elected (if not already a Member).

33.2 The President may be invited to attend Board meetings but shall not be entitled to vote at Board meetings.

ADMINISTRATIVE ARRANGEMENTS

34 ACCOUNTS

34.1 The Board will prepare annual accounts and reports as required by the Companies Acts, which will be accompanied by a report from the Association's auditors (framed in accordance with statutory requirements) and any other documents required by law.

These 'full' accounts will be sent to the auditors at least three weeks before the general meeting at which they will be laid before the Members. The auditors' report will be read at the meeting.

34.2 A 'strategic report' statement' will also be prepared by the Board in accordance with the requirements of the Companies Acts.

34.3 Once approved by the Board the full accounts and the strategic report will be published on the Association's website.

34.4 Full accounts will be sent to those Members who have requested to receive them. The strategic report will be sent to all Members who have not, or who are deemed not to have, requested full accounts.

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

35 MEANS OF COMMUNICATION TO BE USED

35.1 Subject to the Articles, anything sent or supplied by or to the Association under the Articles or otherwise may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Association.

35.2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors 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.

35.3 A Member, authorised representative of a Corporate Member or an Unincorporated Association Member present, either in person or by proxy, at any meeting of the Association will be deemed to have received notice of the meeting.

35.4 Anything sent or supplied by or to the Association under the Articles or otherwise must be in the English language.

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36 INDEMNITY

36.1 Subject to Article 36.2 and the provisions of the Companies Acts, but without prejudice to any indemnity to which a director may otherwise be entitled, every Officer, director and former director shall be indemnified out of the assets of the Association against any liability incurred by that individual in that capacity (and the Association may take out indemnity insurance for that purpose).

36.2 This Article 36 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.

37 INSURANCE

The Board may purchase and maintain insurance, at the expense of the Association, for the benefit of Officers or former Officers in respect of any loss or liability which has been or may be incurred by that Officer in connection with that Officer's duties or powers in relation to the Association or any pension fund of the Association.

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