

# **The UK Windsurfing Association**

## **Memorandum and Articles Of Association**

As amended by resolutions passed on 24 September 1982, 7 May 1983, 9 April 1999, 22 October 1999 and 12 May 2001

**Company Number 1621800**

**Registered 15 March 1982**

**Revised 2014**

# **The Companies Acts, 2006**

## **Company Limited By Guarantee And Not Having A Share Capital**

### **Memorandum Of Association**

#### **Of**

#### **The UK Windsurfing Association**

1. The name of the Company (hereinafter called "the Association") is "The UK Windsurfing Association".
2. The Registered office of the Association will be situate in England and will normally be that of a Director
3. The objects for which the Association is established are:-
  - (a) To promote and publicise the sport of competitive windsurfing across the disciplines of speed, waves, course racing, freestyle and slalom.
  - (b) To protect, promote and represent the interests of competitive windsurfer members of the Association permanently or temporarily resident in the United Kingdom of Great Britain and Northern Ireland both at a national and an international level.
  - (c) To act as a windsurfing class association for the above disciplines under ISAF International Sailing Federation rules and to account for the required yearly class accreditation fees.
  - (d) To organise and manage regattas, races and competitions for afore mentioned windsurfing disciplines and to support, publicise and encourage the sport of windsurfing.
  - (e) To encourage regional organisations and to publicise and support their activities with the aim of recruitment and retention within the sport.
  - (f) To support the national squads and their training for national and international events.
  - (g) To maintain a proactive presence and active communication flow between windsurfing orientated companies and media to promote the Association and its activities
  - (h) To sell, let, mortgage, dispose of or turn to account all or any of the property, or assets of the Association as may be thought expedient by the Board with a view to the promotion of its objectives.
  - (i) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objectives.
  - (j) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
  - (k) To invest the monies of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided.
  - (l) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
  - (m) To pay out of the funds of the Association all expenses which the Association may lawfully pay with respect to the formation and registration of the Association.

- (n) Subject to Clause 4 of this Memorandum to establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Association or its predecessor or to the dependants of any such persons and also to establish and subsidise and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interest and well being of the Association and make payments to or towards the insurance of any such Persons as aforesaid and do any of the matters aforesaid.
- (o) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Association, whence so ever derived, shall be applied solely towards the promotion of the objectives of the Association 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 howsoever by way of profit, to the members of the Association. provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer, or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a reasonable rate on money lent or reasonable and proper rent for premises demised or let by any member to the Association.
  5. The liability of the members is limited.
  6. Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up, while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
  7. If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities, any funds or property whatsoever, this shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the aims of the Association. This institution shall also prohibit the distribution of its or their income and property among its or their members to the extent as imposed on the Association under or by virtue of Clause 4. Such institution or institutions to be determined by the members of the Association at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable objective as agreed by virtue of a majority of current members.

# **Articles of Association Of the UK Windsurfing Association**

## **A Company Limited by Guarantee**

As amended by resolutions passed on 24 September 1982, 7 May 1983, 9 April 1999, 22 October 1999, 12 May 2001 and 12 July 2014

### 1. In these regulations –

"the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.

"the articles" means the articles of the company.

"the company" shall mean the Association

"board of directors" shall mean the Board

"director" shall mean a member of the Board

"region" means an area of the United Kingdom so designated from time to time by the Board

"Regional Committee" means a committee comprised of Full or Family members of the Association from time to time approved by the Board as competent to elect a regional representative

"Regional Representative" means the representative of a region elected or appointed

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"executed" includes any mode of execution.

"office" means the registered office of the company.

"the seal" means the common seal of the company.

"the United Kingdom" means Great Britain and Northern Ireland.

## **Management Structure**

2. The company shall be led by an elected Board, comprising Chairman, Director of Finance, Director of Administration, Director of Communication, Director of Resources and Director of Marketing and Publicity and upto 5 nominated Directors from those windsurfing disciplines under the UKWA umbrella. Other Director positions as determined by the Board, providing expertise beneficial to the efficient running of the Association maybe also appointed. The Chairman shall have the casting vote in the event of any tied voting of the Board. The Director of Administration shall take the role and duties of the Company Secretary
3. Regular Board meetings through the year shall be organised and information and reports regularly passed between them and the members.
4. Each windsurfing discipline lead by a "Head of" shall determine its own organisational structure to ensure clear accountable and efficient management and will follow any UKWA procedures and practices and any published Standing Orders

## **Members**

5. The number of members with which the Association is registered is unlimited. There are five classes of membership:
  - (a) Full Membership - for which any individual permanently or temporarily resident in the United Kingdom shall be eligible.
  - (b) Family Membership - for which all members of one family unit are eligible including any children under the age of 18 years or in full time education.

- (c) Associate Membership - which is open to any body of persons whether corporate or incorporate which wishes to be closely involved in the Association's affairs..
- (d) Affiliated Membership – which is open to any windsurfing club whose objects do not conflict with those of the Association. (e) Honorary Membership - which is open to any individual at the discretion of the Board provided the total number of honorary members does not exceed 5% of the total membership
6. The Board may in its discretion elect or reject any individual or body applying for membership.
  7. Members shall pay such annual subscription as proposed by the Board.
  8. A member shall not be entitled to any of the rights or privileges of membership whilst their subscription is in arrears.
  9. The Board, may at its discretion at any time cancel the membership of any Associate or Affiliated Member.
  10. The membership of any member whose subscription remains unpaid for more than three months shall cease and result in the removal of any rights and privileges e.g sail number.
  11. Notwithstanding the provisions of paragraph 10 above, if the conduct of any member is such as shall, in the opinion of the Board, be injurious to the character or interests or aims of the Association or render him or it unfit to remain a member of the Association, he shall be excluded. The member shall be given at least 14 days' notice of the meeting at which such expulsion is considered and of the grounds on which his or its expulsion is sought and such member shall be entitled to submit, either orally or in writing, representations to that meeting.
  12. A member may at any time withdraw from the company by giving at least seven clear days' notice to the company. Subscription fees are non returnable. Membership shall not be transferable and shall cease on death.

### **General Meetings**

13. All General Meetings other than Annual General Meeting shall be called Extraordinary General Meetings.
14. The Board, or any member may call Extraordinary General Meetings. The Board shall be responsible for the arrangement of the meeting which is to be arranged for a date not sooner than 14 days nor later than eight weeks after receipt of the requisition.

### **Notice of Annual General Meetings**

15. An Annual General Meeting shall be called by a minimum of at least 14 clear days' notice and shall be within 18 months of the preceding one.
16. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

### **Proceedings of Annual General Meetings and Extraordinary Meetings**

17. No business shall be transacted at any meeting unless a quorum is present. For Annual General Meetings, twenty five members entitled to vote shall be a quorum. For Extraordinary General Meetings, twenty members entitled to vote shall be a quorum.
18. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to an alternative date to be arranged by the Board within 21 days at a time and place where a quorum is likely to be achieved.
19. The chair shall be the Chairman, or in notified absence a Board Director.

20. If no Director is willing to act as chair, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, a member of the
21. Agenda and proposals with supporting documentation will be posted on the UKWA website at least 7 days before the meeting to permit application for proxy voting. The allocation for a member to apply for proxy voting will close 48 hours before the meeting to allow for verification before the meeting time and date.
22. A resolution put to the vote of a meeting shall be decided on a show of hands and include the counting of proxy votes. A poll may be requested from the floor by a proposer and seconder.
23. Unless a poll is duly demanded a declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
24. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
25. A poll shall be taken as the chair directs and he or she may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. In the case of an equality of votes, whether on a show of hands or on a poll, the Chair shall be entitled to a casting vote in addition to any other vote he or she may have.
27. The poll will be taken at the time of the meeting to which it refers.

#### **Votes of members**

28. Each full member shall have one vote and the family member two votes. Other classes of member have no votes. On a show of hands every member present in person shall have one vote. On a poll every member present in person or proxy shall have one vote and the family nominated member two votes.
29. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
30. On a poll, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
31. An instrument appointing a proxy, shall be emailed or posted in writing to the UKWA office. It shall be executed by the appointor accessed using their password and shall be in the following form as posted on the web site–

"The U.K. Windsurfing Association"

I/We, , of , being a member/members of the above-named company, hereby appoint

of ,

or failing him or her,

of ,

as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on YYYY , and at any adjournment thereof.

Signed on DD/MM/YYYY .

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32. Where it is desired to afford members an opportunity of instructing the proxy how he or she shall act the instrument appointing a proxy shall be in the following form  
"The U.K. Windsurfing Association"  
I/We, , of , being a member/members of the above-named company, hereby appoint –  
of ,  
or failing him or her,  
of ,  
as my/our proxy to vote in my/our name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on YYYY , and at any adjournment thereof.  
This form is to be used in respect of the resolutions mentioned below as follows:  
Resolution No. 1 \*for \*against  
Resolution No. 2 \*for \*against.  
\*Strike out whichever is not desired.  
Unless otherwise instructed, the proxy may vote as he or she thinks fit or abstain from voting.  
Signed  
this day of DD/MM/YYYY."

#### **Powers of Directors and Heads of**

33. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the Board who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the Board or Management Committee which would have been valid if that alteration had not been made or that direction had not been given.
34. The Board may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

#### **Delegation of Management powers**

35. The Board may delegate any of their powers to any committee consisting of one or more of the above members. Any such delegation may be made subject to any conditions they may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of so far as they are capable of applying.

#### **Appointment and retirement of Management**

36. At the Annual General meeting the electable Board members will annually be subject to re-election.
37. Other members of the Board ie nominated Heads of windsurfing disciplines, are subject to annual election or confirmation by their internal organisational structures.
38. Alternative candidates shall be proposed and seconded and the proposals be received in the UKWA office at least 7 days before the meeting to allow the proposal and agenda be published.

#### **Disqualification and removal of Directors**

39. The office of a Director shall be vacated if –  
(a) he or she ceases to be a Director by virtue of any provision of the Act or he or she becomes prohibited by law from being a Director; or

- (b) he or she becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) he or she is, or may be, suffering from mental disorder and either –
    - (i) he or she is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - (d) he or she resigns his office by notice to the company; or
  - (e) he or she shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated.
40. A vote of no confidence in the Board or in a particular Director may be carried out through a properly constituted Extraordinary Meeting. In the instance of such a vote, the member shall stand down from office forthwith.

### **Proceedings of Directors**

- 41. Subject to the provisions of the articles, the Directors may regulate their proceedings as they think fit. A Director may call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 42. The quorum for the transaction of the business of the Directors shall be six
- 43. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a Committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a Committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 44. Save as otherwise provided by the articles, a Director shall not vote at a meeting of Directors on any resolution concerning a matter in which he or she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association.  
For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a Director shall be treated as an interest of the Director.
- 45. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he or she is not entitled to vote.
- 46. If a question arises at a meeting of as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chair of the meeting and his or her ruling in relation to any Director other than himself shall be final and conclusive.



### **Minutes**

47. The Directors shall cause minutes to be made in books kept for the purpose –
- (a) of all appointments of officers made by the Directors; and
  - (b) of all proceedings at meetings of the company and of the Directors, including the names of those present at each such meeting.

### **The Seal**

48. The seal shall only be used by the authority of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director.

### **Accounts**

49. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the Board or by ordinary resolution of the company.

### **Notices**

50. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
51. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at the address. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him or her shall be entitled to have notices given to him or her at that address, but otherwise no such member shall be entitled to receive any notice from the company.
52. A member present at any meeting of the company in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
53. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

### **Indemnity**

54. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the company shall be indemnified out of the assets of the company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.













