

A Company Limited by Guarantee and not having a Share Capital

Articles of Association of

WELSH TARGET SHOOTING FEDERATION LIMITED
(Company No. 06693905)

Contents

Section	Title	Page Number
PART A	INTRODUCTION	3
1	DEFINITIONS	3
2	ESTABLISHMENT	4
3	NAME	4
4	REGISTERED OFFICE	4
5	OBJECTS	4
6	POWERS	4
7	PROVISOS	6
PART B	MEMBERSHIP	7
8	MEMBERSHIP	7
9	NOMINATED REPRESENTATIVES	7
10	CESSATION OF MEMBERSHIP	8
PART C	MANAGEMENT	8
11	DIRECTORS' GENERAL AUTHORITY	8
12	DECISION-MAKING	8
13	COMPOSITION OF THE BOARD	9
14	APPOINTMENT OF MEMBER BODY DIRECTORS	9
15	APPOINTMENT OF ADDITIONAL DIRECTORS	9
16	RESERVE POWER TO REMOVE ADDITIONAL DIRECTORS	10
17	APPOINTMENT OF OFFICE HOLDERS	10
18	TWO YEAR PERIOD OF TENURE	10
19	RE-ELECTION	10
20	CASUAL VACANCY	10
21	CEASING TO BE A DIRECTOR	10
22	QUORUM	11
23	INVITING NON-DIRECTORS TO MEETINGS	11
24	EXPENSES OF DIRECTORS	11
25	BORROWING POWERS	12
26	POWERS AND DUTIES OF THE BOARD	12
27	EXECUTIVE STAFF	12



Contents cont.

Section	Title	Page Number
28	ADVISORS	12
29	COMMITTEES	12
30	COMPANY SECRETARY	13
PART D	GENERAL MEETINGS	13
31	ANNUAL	13
32	EXTRAORDINARY	13
33	NOTICE REQUIREMENTS	13
34	MEMBERS POWERS TO REQUISITION	13
35	QUORUM	14
36	CHAIRPERSON	14
37	ADJOURNMENT	14
38	NO VOTE IF MONIES OWED	14
39	VOTING REQUIREMENTS AND SECRET BALLOTS	14
40	SECRET BALLOTS AND ELECTION OF DIRECTORS	15
41	OBSERVERS OF GENERAL MEETINGS	15
PART E	MISCELLANEOUS	15
42	ACCOUNTS	15
43	AUDITORS	16
44	FINANCIAL YEAR	16
45	NOTICES	16
46	RULES OR BYE LAWS	16
47	INDEMNITY	17
48	EQUAL OPPORTUNITIES	17
49	CONFLICT OF INTEREST	17
50	CHANGES TO ARTICLES	18
51	MATTERS NOT DEALT WITH	18
APPENDIX 1		19

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WELSH TARGET SHOOTING FEDERATION LIMITED
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PART A – INTRODUCTION

1 DEFINITIONS

1.1 In these Articles, unless the context requires otherwise:

“Act” means the Companies Act 2006 but so that any reference to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

“Articles” means these Articles of Association of the Company.

“Board” means the board of directors of the Company (and includes the Core Directors and the Additional Directors).

“Company” means The Welsh Target Shooting Federation Limited with company no. 06693905.

“Company Secretary” means the company secretary for the time being of the Company appointed in accordance with Article 30.

“Directors” has the meaning given to it in Section C.

“Financial Director” means the finance director for the time being of the Company appointed in accordance with Article 17.

“Financial Procedures Manual” means any document adopted from time to time by the Board as the financial procedures, manual of the Company.

“Member” means any Shooting Association accepted into membership of the Company under the provisions of these Articles.

“Memorandum” means the Memorandum of Association of the Company.

“Nominated Representative” means a person nominated by a Member to attend and vote on its behalf at a general meeting in accordance with these Articles.

“Shooting Association” means a shooting association or other generally recognised controlling body for a target shooting sport within Wales.

1.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act.

1.3 Words importing the singular number only shall include the plural number and vice versa.

1.4 Words importing persons shall include companies or other bodies whether incorporated or unincorporated.

1.5 For the purposes of Section 20 of the Act, the relevant model articles shall be deemed to have been excluded fully and replaced with the provisions of these Articles.

2 ESTABLISHMENT

2.1 The Company is established for the objects expressed in Article 5 (Objects).

3 NAME

3.1 The name of the Company is THE WELSH TARGET SHOOTING FEDERATION LIMITED.

4 REGISTERED OFFICE

4.1 The Registered Office of the Company shall be situated at the Sport Wales National Centre, Sophia Gardens, Cardiff CF11 9SW.

5 OBJECTS

5.1 The objects for which the Company is established are:

- 5.1.1 to act as the collective voice for shooting sports in Wales;
- 5.1.2 to promote and develop shooting in Wales, particularly in relation to improving the performance of Welsh teams;
- 5.1.3 to represent the collective views of its Members (being Shooting Associations in Wales, as defined in the Company's articles of association, through advocacy, lobbying and campaigning and to lobby for investment opportunities;
- 5.1.4 to act as a representative body for its Members, dealing with Sport Wales, British Shooting, the Commonwealth Games Council for Wales and any other relevant bodies relating to shooting sports in Wales;
- 5.1.5 to promote co-operation and interaction between its Members where appropriate and to reinforce the role and democratic structure of its Members;
- 5.1.6 to facilitate joint action by Members on matters of common interest;
- 5.1.7 to promote international co-operation and events in sport and to represent the views of its Members at international level;
- 5.1.8 to work in co-operation with other appropriate bodies both within the UK and internationally; and
- 5.1.9 within its available resources, to provide such services and support of all kinds to Members it considers conducive to their wellbeing and development and generally to support Members at all levels within Wales and to conduct any other activities (including commercial activities) which are considered beneficial generally to its Members.

6 POWERS

6.1 The Company shall have the following powers exercisable in furtherance of its objects but not otherwise namely:



- 6.1.1 to subscribe guarantee or lend money to any organisation, association or institution for any purpose calculated by the Company to further the objects of the Company;
- 6.1.2 to assume the assets and other rights, and discharge the liabilities and responsibilities, of the former unincorporated body known as the Welsh Target Shooting Federation;
- 6.1.3 to raise money by public appeals, sponsorships or otherwise and to apply the same, together with all other funds and property of the Company, in the furtherance of any of the Company's objects, and to hold and invest all monies not applied for such purposes as the Company may from time to time direct;
- 6.1.4 to establish undertake or administer any trusts for the furtherance of any of the objects of the Company and to hold and administer any property or funds subject to any such trusts;
- 6.1.5 to hold or assist in holding exhibitions, competitions conferences and other functions for the purpose of promoting its objects;
- 6.1.6 to print, publish or sell any newspapers, periodicals, books or leaflets, and to create and manage any website that the Company may think desirable for the promotion of its objects and to carry on courses of instruction, lectures or discussions for the purpose of promoting its objects;
- 6.1.7 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Company may think necessary or convenient for the promotion of its objects, and to construct maintain and alter any houses, buildings or works necessary or convenient for the purposes of the Company;
- 6.1.8 to sell, let, mortgage, dispose of or otherwise deal with all or any of the property or assets of the Company as may be thought expedient with a view to the promotion of its objects;
- 6.1.9 to undertake and execute any agency business and enter into any contracts which may seem directly or indirectly conducive to the objects of the Company and may lawfully be undertaken by the Company;
- 6.1.10 to borrow or raise money for the purposes of the Company on such terms and on such security as the Company may think fit;
- 6.1.11 to maintain and to open such accounts with banks or other financial institutions as it requires and to invest the monies of the Company 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;
- 6.1.12 to employ any persons it sees fit on such terms and at such remuneration as it sees fit and grant pensions, allowances, gratuities, expenses and bonuses to employees or ex-employees of the Company or the dependants of such persons and to pay proper and reasonable expenses to members of the Company when engaged in Company business;
- 6.1.13 to form, take over or acquire any companies, institutions, societies or associations (each a Relevant Organisation) having objects altogether or in part similar to those of the Company and which prohibit the distribution of their income and property

amongst their members to an extent at least as great as is imposed upon the Company under or by virtue of the provisions of these Articles;

- 6.1.14 to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the Relevant Organisations which the Company is authorised to form, take over or acquire;
- 6.1.15 to transfer all or any part of the property, assets, liabilities and engagements of the Company to any one or more of the Relevant Organisations which the Company is authorised to take over or acquire;
- 6.1.16 to take out, maintain and pay the premiums for such insurances as it considers requisite to protect the Company and its assets, members and staff;
- 6.1.17 to conduct such commercial activities as are considered in furtherance of the objects of the Company; and
- 6.1.18 to do all such other lawful things including entering into legal agreements as are considered necessary for the furtherance of the objects of the Company.

7 PROVISOS

7.1 It is hereby provided as follows:

- 7.1.1 if the Company takes or holds any property which is or may be subject to any trusts, the Company shall only deal or invest the same in such manner as allowed by law, having regard to the nature of such trusts;
- 7.1.2 the income and property of the Company shall be applied solely towards the promotion of the objects of the Company, as set forth in these Articles, 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 Company provided that nothing herein shall prevent:
 - 7.1.2.1 any payment in good faith by the Company of reasonable and proper remuneration to any officer or servant of the Company, or to any Member, in return for any services actually rendered to the Company;
 - 7.1.2.2 the award in good faith of any prize to any competitor, or entrant at a contest who may be, or may be bona fide associated with, a Member;
 - 7.1.2.3 the payment of interest on any money lent by any Member to the Company at a rate per annum not exceeding 3% more than the base rate prescribed from time to time by the bank then utilised by the Company;
 - 7.1.2.4 the payment of reasonable and proper rent for premises demised or let by any Member to the Company; and
 - 7.1.2.5 the payment of usual professional charges of the business of the Company.
- 7.1.3 The liability of the Members is limited.
- 7.1.4 Each Member undertakes to contribute to the assets of the Company in the event of the same being wound up while they are a Member or within one year after they ceased to be a Member, for payment of the debts and liabilities of the Company contracted before they ceased to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories

among themselves, such amount as may be required not exceeding one pound sterling (£1).

- 7.1.5 If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any asset whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed upon the Company under or by virtue of these Articles, such institution or institutions to be chosen by the Members at or before the time of dissolution, and to the extent that effect cannot be given to the aforesaid provisions then to some charitable object.

PART B – MEMBERSHIP

8 MEMBERSHIP

- 8.1 The Members shall consist of the initial subscribers to the Memorandum, namely: The Welsh Airgun Association; The Welsh Clay Target Shooting Association; The Welsh Rifle Association; The Welsh Smallbore Rifle Association; the Welsh Airgun and Field Target Association and any other Shooting Associations as the Board shall admit to membership.
- 8.2 Every Member shall sign a written consent or application to become a Member and sign the Company's Register of Members on becoming a Member.
- 8.3 Any other Shooting Association may make application at any time to become a Member of the Company. Any such application shall be in writing and in such form as the Board may from time to time prescribe or approve. Such application shall be accompanied if required by copies of the applicant's constitution rules, and/or memorandum and articles of association (if applicable) and such other documents and particulars as the Board shall require.

9 NOMINATED REPRESENTATIVES

- 9.1 On acceptance of its application to become a Member such Member shall provide the name of two Nominated Representatives by notice in writing to the Company Secretary and a Member may at any time in like manner remove its Nominated Representatives and make new nominations.
- 9.2 Each Nominated Representative shall have one vote at general meetings. For the avoidance of doubt, subject to Article 9.4, no person other than a Nominated Representative shall have the right to a vote at general meetings.
- 9.3 No member of the Board can be a Nominated Representative, but a member of the Board can be a temporary alternative representative or act as proxy.
- 9.4 If a Nominated Representative shall be unable to attend a general meeting, then the

Member which has appointed him to be its representative may by prior notice in writing to the Chairperson:

9.4.1 appoint a temporary alternative representative being an officer, member or employee of that Member to attend that general meeting in place of such representative; or

9.4.2 it may grant a proxy in writing either to the Chairperson or to its other Nominated Representative or to the Nominated Representative of another Member. No Nominated Representative may hold more than one proxy. The form of proxy shall be as set out in Appendix 1 to these Articles.

9.5 A Member appointing and entitled to appoint a proxy may add specific instructions as to how the proxy is to vote on named motions appearing on the agenda and if they so desire a person other than the chairperson of the general meeting may be appointed. The instrument of proxy must be lodged with the Company at least two clear days before the general meeting.

9.6 A temporary alternative representative shall have the same right to attend speak and vote at such general meeting as the Nominated Representative whose place they have been appointed to take.

10 CESSATION OF MEMBERSHIP

10.1 A Member's membership shall cease if that Member:

10.1.1 ceases to be a generally recognised Shooting Association;

10.1.2 is expelled from membership by the Company;

10.1.3 resigns its membership by notice in writing to the Company; or

10.1.4 fails to pay any money due to the Company including without limitation any affiliation fee payable under these Articles and the Company's rules and bye laws.

10.2 The Company acting reasonably may expel any Member if that Member shall change its rules or constitution in such a manner as to lead the Company to consider that the Member no longer qualifies for membership or if it considers that it is otherwise inappropriate that membership should continue or if the conduct of the Member (or members of it) brings or is reasonably likely to bring the Company into disrepute.

PART C – MANAGEMENT

11 DIRECTORS' GENERAL AUTHORITY

11.1 Subject to these Articles and the Company's rules and bye laws, the Board is responsible for the management of the Company's business, for which purpose it may exercise all the powers of the Company.

12 DECISION-MAKING

12.1 Any decision of the Board (whether exercising any rights granted to the Board under these Articles or otherwise) must be by a majority decision with each director having a single vote, save that:

12.1.1 any vote by the directors under Article 17 on whether a director (a Director Nominated for Office) should be appointed as an Office Holder shall not take into account the vote of the Director Nominated for Office; and

12.1.2 subject to Article 17.2, if the number of votes in favour of a particular matter to be decided upon are the same as the number of votes against that matter (a Board Deadlock) then the Chairperson shall have an additional casting vote.

13 COMPOSITION OF THE BOARD

13.1 The Board shall at all times comprise of:

13.1.1 at least two and a maximum of four directors of the Company appointed in accordance with Articles 14.1 and 14.2 (the Member Body Directors); and

13.1.2 up to a maximum of eight additional directors of the Company appointed in accordance with Article 15.1 (the Additional Directors), and, accordingly, the minimum number of directors shall be two and the maximum number of directors shall be twelve.

14 APPOINTMENT OF MEMBER BODY DIRECTORS

14.1 Each Member shall be entitled to nominate at each general meeting one individual (who may or may not be a Nominated Representative) to act as a Director. Such individual (a Director Nominee) shall be appointed as a Director if Members at the relevant general meeting resolve to elect the Director Nominee as such by a number of votes representing more than 50% of the total voting rights of the Members.

14.2 Nominations for Directors shall be made in writing by each Member to the Company Secretary, containing a CV of the Director Nominee(s), at least 28 clear days before the relevant general meeting and details shall be forwarded by the Company to all Members at least 14 clear days prior to the relevant general meeting.

15 APPOINTMENT OF ADDITIONAL DIRECTORS

15.1 The Board of Directors may from time to time appoint (for the avoidance of doubt, by majority vote) any individual to act as an Additional Director if the Board consider it necessary for the efficient conduct of the Company's affairs and such individual may be appointed as an Additional Director on such remuneration and upon such other terms and conditions as the Board of Directors think fit. The Board may delegate to a Nominations Committee such tasks as it thinks fit to assist it in appointing Additional Directors as specified in Article 18.

16 RESERVE POWER TO REMOVE ADDITIONAL DIRECTORS

16.1 Notwithstanding Article 18.1, the Directors shall have a reserve power to remove (again, for the avoidance of doubt, by majority vote) any person at any time from the office of Additional Director.

17 APPOINTMENT OF OFFICE HOLDERS

17.1 The Board may:

17.1.1 appoint any of the Directors to hold the offices of Vice Chairperson, Chairperson, Secretary or Finance Director (together such directors being the Office Holders); or

17.1.2 remove any of the directors from such offices, and the Board may prescribe from time to time in the Company's rules and bye-laws, or otherwise what powers and responsibilities such Office Holders shall have. For the avoidance of doubt, any individual who is an Office Holder shall cease to be an Office Holder if that individual, ceases to be a director of the Company.

17.2 The Board shall appoint the Vice Chairperson before the Chairperson and if there is a Board Deadlock (as defined in Article 12) in relation to the appointment of a director as Chairperson then the Vice Chairperson shall have the casting vote.

18 TWO YEAR PERIOD OF TENURE

18.1 Each Director (subject to Article 16) and regardless of whether they are an Office Holder or not, shall generally serve as a director from the date of appointment until the date falling on the second anniversary of such appointment (or, if the Board resolves so, until the general meeting held after such date) unless they cease to be a director by virtue of Article 21 below.

19 RE-ELECTION

19.1 Nothing shall prevent a person who is currently a Director, or who was previously a Director, from serving a further term or terms should they be re-elected. A Director may be re-elected at a general meeting in the same way as Article 8.2, as they would be appointed as a Director for the first time in accordance with Articles 14, 14.2 and 15.1. Any Director so re-elected may then also be re-elected as an Office Holder in accordance with Article 17. Directors will serve a maximum of four (two-year) terms, commencing from the date of adoption of the Articles of Association by the board, with Companies House, on the 24 January 2019.

20 CASUAL VACANCIES

20.1 The Board may by co-option fill a casual vacancy within it on such terms as it sees fit.

21 CEASING TO BE A DIRECTOR

- 21.1 An individual shall cease to be a director if they:
- 21.1.1 becomes bankrupt or suspends payment or makes any arrangement or composition with their creditors;
 - 21.1.2 ceases to be a director by virtue of any provision of law or they become prohibited by law from being a director;
 - 21.1.3 is, or may be suffering from mental disorder and either:
 - 21.1.3.1 they are admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983; or
 - 21.1.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for their detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to their property or affairs;
 - 21.1.4 is removed from office by a resolution duly passed at a general meeting by a number of votes representing more than 50% of the total voting rights of the Members;
 - 21.1.5 gives notice in writing to the Company that they resign; or
 - 21.1.6 has for more than six consecutive months been absent without permission of the Board from meetings of directors held during that period and the directors resolve that his office be vacated.

22 QUORUM

- 22.1 The quorum at Board meetings shall be four directors, one of whom must either be the Chairperson, the Secretary, the Finance Director or the Vice Chairperson (subject to the provisions of Article 22.2 and if such provisions apply the quorum shall be such number of directors as then exists).
- 22.2 At any time when the number of incumbent directors is less than four in number such incumbent directors shall have the power only to fill Board vacancies by: (a) calling a general meeting to allow for further Directors to be appointed in accordance with Articles 14, 14.2 and 15.1.

23 INVITING NON-DIRECTORS TO MEETINGS

- 23.1 The Board shall have the power to invite any persons it wishes to any meeting of the Board on such terms as it sees fit but without powers to vote.

24 EXPENSES OF DIRECTORS

- 24.1 The directors shall be paid all reasonable expenses properly incurred by them in connection with the business of the Company/attending and returning from Board meetings

or any other committee of the directors or general meetings of the Company or in connection with the business of the Company.

25 BORROWING POWERS

- 25.1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property, or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

26 POWERS AND DUTIES OF THE BOARD

- 26.1 Subject to the Act, no regulation made by the Company in general meeting shall invalidate any prior act of the directors which would have been valid if that regulation had not been made.
- 26.2 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for monies paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be in accordance with the Financial Procedures Manual.
- 26.3 The directors shall cause minutes recording the following matters to be made in books provided by the Company for that purpose:
- 26.3.1 all appointments of officers made by the directors;
 - 26.3.2 the names of the members of the directors present at each meeting of the directors and of any committee of the directors; and
 - 26.3.3 all resolutions and proceedings at all meetings of the Company, and of the directors and of committees of the directors.

27 EXECUTIVE STAFF

- 27.1 The Board may appoint such executive staff as from time to time it shall consider necessary for the efficient conduct of the Company's affairs at such remuneration and upon such conditions as the Board may think fit.

28 ADVISORS

- 28.1 The Board may appoint such honorary advisors on such terms as it thinks fit and may from time to time appoint such other advisors as it may deem necessary for such period and on such terms as it thinks fit.

29 COMMITTEES

- 29.1 The Board may appoint such sub-committees as it deems necessary (including the Chairpersons thereof) on such terms of reference as it may direct. Such sub-committees shall be of such a size and constitution as the Board from time to time directs and their membership and chair may be varied from time to time by the Board. These provisions for committees will be set out in the Company's bye laws.

30 COMPANY SECRETARY

- 30.1 Subject to the provisions of the Act, the Company Secretary shall be appointed by the Board upon such conditions as it may think fit and any secretary appointed by it may be removed by it. The Company Secretary may or may not be a director.

PART D – GENERAL MEETINGS

31 ANNUAL

- 31.1 The Company shall on 28 clear days written notice to Members hold a general meeting in each calendar year as its annual general meeting on such date and at such time and place as may be determined by the Board and shall specify the meeting as such in the notices calling it provided that every annual general meeting shall be held not more than fifteen months after the holding of the last preceding annual general meeting.

32 EXTRAORDINARY

- 32.1 The Board may on 28 clear days written notice to Members convene a general meeting as an extraordinary general meeting if, and when it chooses.

33 NOTICE REQUIREMENTS

- 33.1 The "clear day" notice periods specified in Articles 31 and 32 above shall be exclusive in every case, both, of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business shall be given. With the consent of all Members having the right to attend and vote thereat (or such proportion of them as is prescribed by law in the case of meetings other than annual general meetings) a general meeting may be convened by such notice as Members may think fit. In determining attendance at a general meeting, it is immaterial whether voting members attending it are in the same place as each other.
- 33.2 The accidental omission to give notice of a general meeting to, or the nonreceipt of notice of a general meeting by, any person entitled to receive notice (see Article 9) shall not invalidate any resolution passed or the proceedings at that general meeting.

34 MEMBERS POWER TO REQUISITION

- 34.1 The directors, on the requisition in writing and duly signed by Members who represent at

least 5% of the total voting rights of Members having at the date of deposit of the requisition a right to vote at general meetings, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient directors to call such a meeting, then any director or any Member of the company may call the meeting.

35 QUORUM

- 35.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise herein provided four Nominated Representatives personally present shall be a quorum.
- 35.2 If within half an hour from the time appointed for the holding of a general meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Board may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Nominated Representatives present shall be a quorum.

36 CHAIRPERSON

- 36.1 The Chairperson of the Board or, failing that, either the Vice Chairperson, Finance Director or Secretary (in that order) shall preside as chairperson at every general meeting, but if there be no such person or if at any meeting they shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the Nominated Representatives (or their temporary alternative representatives or proxies) present shall elect one of their number to take the chair.

37 ADJOURNMENT

- 37.1 The chairperson of the general meeting may, with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a general meeting is adjourned for 30 days or more, 28 days' notice of the adjourned meeting shall be given in the same manner as an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting.

38 NO VOTE IF MONIES OWED

- 38.1 No Nominated Representative, their temporary alternative representative or their proxy will be entitled to vote at any general meeting unless all monies presently payable by the Member that they represent, to the Company have been paid.

39 VOTING REQUIREMENTS AND SECRET BALLOTS

- 39.1 At any general meeting a resolution put to the vote of the meeting shall be decided on by a show of hands of the Nominated Representatives unless a secret ballot is demanded (before the declaration of the result of the show of hands) by: (a) the chairperson of the general meeting; or (b) by those present in person representing more than 25% of the total voting rights of the Members. Unless a secret ballot be so demanded, a declaration by the chairperson of the general meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be effective and an entry to that effect in the minute book of the Company shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. Any demand for a secret ballot may be withdrawn.
- 39.2 If a secret ballot be demanded in the manner aforesaid, it shall be taken at such time and place, and in such manner as the chairperson of the general meeting shall direct, and the result of the secret ballot shall be deemed to be the resolution of the general meeting at which the secret ballot was demanded.
- 39.3 The demand for a secret ballot shall not prevent the continuance of a general meeting for the transaction of any business other than the question on which a secret ballot has been demanded.

40 SECRET BALLOTS AND ELECTION OF DIRECTORS

- 40.1 Any election of a director shall always be conducted by secret ballot if there shall be more than one candidate for the post. Voting for election shall be by elimination of candidates polling the least number of votes cast. After any secret ballot whether for an election or otherwise, the voting papers shall be destroyed forthwith.

41 OBSERVERS OF GENERAL MEETINGS

- 41.1 The Board may invite observers to attend general meetings on such terms as it may from time to time specify. Such observers shall have no entitlement to speak or vote (except that an observer may be permitted to speak with the permission of the chairperson of the general meeting).

PART E – MISCELLANEOUS

42 ACCOUNTS

- 42.1 The Company shall cause accounting records to be kept in accordance with Section 386 of the Act. The accounting records shall be located, in accordance with Section 388 of the Act and shall be open to the inspection of Members.
- 42.2 The Board shall from time-to-time cause to be prepared and printed and laid before the Company in a general meeting income and expenditure accounts, balance sheets, group accounts (if any) and reports.

42.3 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in a general meeting, together with a copy of the auditor's report and directors' report (if applicable) shall not less than 28 clear days before the date of the general meeting be sent to all persons entitled to receive notices of meetings of the Company in the manner, in which notices are hereinafter directed to be served. The auditors' report shall be read before the meeting as required by the Act.

43 AUDITORS

43.1 Auditors may be appointed by the Company and shall be so appointed if required by law.

44 FINANCIAL YEAR

44.1 The financial year of the Company shall be from and including 1 April to and including 31 March each year but may be amended by the Board from time to time.

45 NOTICES

45.1 Any notice required to be given to a Member shall be in writing and may be served either personally, or by post addressed to such Member at the address within the United Kingdom last registered in the books of the Company, or by facsimile or e-mail. Any notice required to be given to the Company shall be in writing addressed to the Company Secretary at the offices of the Company for the time being. Any notice may be delivered or sent by ordinary post and a notice sent by post shall be deemed to have been delivered the second day following the day of posting.

45.2 A notice sent by facsimile or e-mail shall be deemed received on the date of sending unless the transmission shall be shown to have failed.

45.3 A notice calling a meeting of directors does not need to be in writing.

46 RULES OR BYE LAWS

46.1 The Board may from time to time make such rules or bye laws as it may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, it may be such rules or bye laws regulate:

46.1.1 the admission and classification of members of the Company, and the rights and privileges of such members, and the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members;

46.1.2 the conduct of members of the Company in relation to one another, and to the Company's servants;

46.1.3 the setting aside of the whole or any part or parts of the Company's premises at any

- particular time or times or for any particular purpose or purposes;
- 46.1.4 the procedure at general meetings and meetings of the directors and committees of the directors in so far as such procedure is not regulated by these Articles; and
- 46.1.5 generally, all such matters as are commonly the subject matter of company rules.

46.2 The Company in general meeting shall have power to alter or repeal the rules or bye laws to make additions thereto and the directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such rules or bye laws, which so long as they shall be in force, shall be binding on all members of the Company provided, nevertheless, that no rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or these Articles.

47 INDEMNITY

47.1 Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which they may sustain or incur in or about the execution of the duties of their office or otherwise in relation thereto, including any liability incurred by them in defending any proceedings, whether civil or criminal, or in connection with any application under Section 589 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of their office or in relation thereto. But this Article 47 shall only have effect in so far as its provisions are not avoided by section 232 of the Act.

47.2 The directors shall have power to purchase and maintain for any director, officer of the Company insurance against any such liability as is referred to in Section 232 of the Act.

48 EQUAL OPPORTUNITIES

48.1 The Company is an equal opportunity body and recognises the protected characteristics associated with, age, gender re-assignment, being married or in a civil partnership, being pregnant or on maternity leave, disability, race (including colour, nationality, ethnic or national origin, religion or belief), sex and sexual orientation.

49 CONFLICT OF INTEREST

49.1 At any meeting including Board meetings or of any committee or subcommittee, any person present having a financial or any other personal interest (whether direct or indirect) in a subject under discussion shall forthwith declare their interest and withdraw from the meeting (unless unanimously agreed otherwise by the remaining members present) and in any event shall not vote on the issue.

49.2 A register of pecuniary interests shall be held by the Company Secretary and any pecuniary interests direct or indirect shall be disclosed to the Company Secretary and recorded therein.



50 CHANGES TO ARTICLES

- 50.1 Alterations or additions to these Articles may be made by a special resolution described as such and passed by votes cast at a general meeting of the Company representing at least 75% of the total voting rights of Members. No alteration or addition may be made unless details thereof are circulated to Members at least 28 clear days before the general meeting at which same are to be discussed and voted upon.

51 MATTERS NOT DEALT WITH

- 51.1 The Board shall have power to resolve any matters not dealt with in the Memorandum and/or these Articles.

APPENDIX 1

FORM OF PROXY NOTICES

THE WELSH TARGET SHOOTING FEDERATION LIMITED (the "Company")
Company No. 06693905

Name: *(Insert full name of voting member)*

Address: *(Insert full address of voting member)*

Before completing this form, please read the explanatory notes below:

I, being a Voting Member of the Welsh Target Shooting Federation Ltd, appoint the Chairperson of the meeting or (see note 3 below):

Name: *(Insert name of proxy voter if not the Chairperson)*

as my proxy to attend, speak and vote on my behalf at the annual/extraordinary (delete as appropriate) general meeting of the Company to be held:

Date: *(Insert date of meeting)*

At: *(Insert time)*

Venue: *(Insert venue)*

and at any adjournment of the meeting. I direct my proxy to vote on the following resolutions as I have indicated by marking the appropriate box with an "X". If no indication is given, my proxy will vote or abstain from voting at their discretion, and I authorise my proxy to vote (or abstain from voting) as they think fit in relation to any other matter which is properly put before the meeting.

Resolutions	For	Against	Abstain
ORDINARY BUSINESS			
1 <i>(Insert text of resolution)</i>			
2 <i>(Insert text of resolution)</i>			
SPECIAL BUSINESS			
3 <i>(Insert text of resolution)</i>			
4 <i>(Insert text of resolution)</i>			

Signature

Date

Notes to the Proxy Form

- 1 As a Voting Member of the Company, you are entitled to appoint another person as your proxy to exercise all or any of your rights to attend and to speak and vote at the meeting.
- 2 The appointment of a proxy will not prevent you from subsequently attending and voting at the meeting in person. If you have appointed a proxy and attend the meeting in person, your proxy appointment will automatically be terminated.
- 3 A proxy does not need to be a member of the Company but must attend the meeting to represent you. To appoint as your proxy a person other than the chair of the meeting, insert their full name in the box. If you sign and return this proxy form with no name inserted in the box, the chair of the meeting will be deemed to be your proxy. Where you appoint as your proxy someone other than the chair of the meeting, you are responsible for ensuring that they attend the meeting and are aware of your voting intentions.
- 4 To direct your proxy how to vote on the resolutions mark the appropriate box with an "X". If no voting indication is given, your proxy will vote or abstain from voting at their discretion. Your proxy will vote (or abstain from voting) as they think fit in relation to any other matter which is put before the meeting.
- 5 To appoint a proxy using this form, the form must be:
 - 5.1 completed and signed;
 - 5.2 sent or delivered to the Company Secretary at WTSF; and received no later than 2 clear days before any general meeting.
- 6 In the case of a Voting Member which is a company, this proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.
- 7 Any power of attorney or any other authority under which this proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.
- 8 As an alternative to completing this hard-copy proxy form, you can appoint a proxy electronically by [insert details]. For an electronic proxy appointment to be valid, your appointment must be received by the Company Secretary no later than [insert date and time].
- 9 If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.
- 10 You may not use any electronic address provided in this proxy form to communicate with the Company Secretary, for any purposes other than those expressly stated.



- 11 To terminate a proxy instruction you will need to inform the Company Secretary using one of the following methods:
 - 11.1 by sending a signed, hard-copy notice clearly stating your intention to terminate your proxy appointment.
 - 11.2 In the case of a Voting Member which is a company, the termination notice must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.
 - 11.3 by sending an e-mail to [e-mail address] [set out authentication requirements].]
 - 11.4 In either case, the revocation notice must be received by the Company Secretary no later than [insert date and time].