

ARTICLES OF ASSOCIATION

OF

**WELSH CLAY TARGET SHOOTING
ASSOCIATION LIMITED**

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

WELSH CLAY TARGET SHOOTING ASSOCIATION LIMITED
(the "Company")

(Adopted by special resolution passed on 17th October 2015)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

Act: means the Companies Act 2006;

Appointor: has the meaning given in article 15(1);

Articles: means the Company's articles of association for the time being in force;

Business Day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

Conflict: means a situation in which a director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Eligible Director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding in relation to the authorisation of a Conflict pursuant to Article 11, any director whose vote is not to be counted in respect of the particular matter);

Elected Member: a member who is appointed to be an Elected Member in accordance with article 14.

Member: means a member of the Company; and

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*) as amended prior to the date of adoption of these Articles and reference to a numbered "**Model Article**" is a reference to that article of the Model Articles.

Rules: any rules or Disciplinary Code of Practice made by the Management Board or the company under article 34

Shooting Disciplines: means each of the seven shooting disciplines represented by the Company being

- (a) National Skeet
- (b) Olympic Skeet
- (c) Down The Line (DTL)
- (d) Automatic Ball Trap (ABT)
- (e) Sporting and Fitasc sporting
- (f) Olympic Trap
- (g) Double Trap

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.

1.5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

- (a) any subordinate legislation from time to time made under it; and
- (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

- 1.6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.
- 1.8 Model Articles 2, 8, 9(1) and (3), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 18(e), 22(2), (3), 30(2), 35, 38 and 39 shall not apply to the Company.
- 1.9 Model Article 7 shall be amended by:
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a);
and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may".
- 1.10 Model Article 20 shall be amended by the insertion of the words "including the secretary" before the words "properly incur".

2. OBJECT

- 2.1 The object for which the Company is established is to regulate, promote and encourage in every way the sport of clay target shooting, to act as the sole governing or delegating body for the sport in Wales and to ensure representation of Welsh clay target shooting interests nationally and internationally.

3. POWERS

In pursuance of the object set out in article 2, the Company has the power to:

- (a) buy, lease or otherwise acquire and deal with any property real or personal and any rights or privileges of any kind over or in respect of any property real or personal and to improve, manage, develop, construct, repair, sell, lease, mortgage, charge, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company;
- (b) borrow and raise money in such manner as the directors shall think fit and secure the repayment of any money borrowed, raised or owing by mortgage, charge, lien or other security on the Company's property and assets;
- (c) invest and deal with the funds of the Company not immediately required for its operations in or upon such investments, securities or property as may be thought fit;
- (d) subscribe for, take, buy or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture

stocks, bonds, obligations or securities issued or guaranteed by any government or authority in any part of the world;

- (e) lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds to receive money on deposit or loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company or subsidiary;
- (f) lobby, advertise, publish, educate, examine, research and survey in respect of all matters of law, regulation, economics, accounting, governance, politics and/or other issues and to hold meetings, events and other procedures and co-operate with or assist any other body or organisation in each case in such way or by such means as may, in the opinion of the directors, affect or advance the principal object in any way;
- (g) pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company and to contract with any person, firm or company to pay the same;
- (h) enter into contracts to provide services to or on behalf of other bodies;
- (i) provide and assist in the provision of money, materials or other help;
- (j) open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- (k) incorporate subsidiary companies to carry on any trade; and
- (l) do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the object set out in article 2.

4. NOT FOR DISTRIBUTION

4.1 The income and property of the Company shall be applied solely in promoting the object of the Company as set out in Article 2.

4.2 No dividends or bonus may be paid or capital otherwise returned to the Members, provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

- (a) reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- (b) any interest on money lent by any Member or any director at a reasonable and proper rate;
- (c) reasonable and proper rent for premises demised or let by any Member or director; or

- (d) reasonable out-of-pocket expenses properly incurred by any director.

5. WINDING UP

On the winding-up or dissolution of the Company, any assets or property that remains available to be distributed or paid to the Members shall not be paid or distributed to such Members but shall be transferred to another body (charitable or otherwise):

- (a) with objects similar to those of the Company; and
- (b) which shall prohibit the distribution of its or their income to its or their members,

such body to be determined by the Members at the time of winding-up or dissolution.

6. GUARANTEE

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- (a) payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- (b) payment of the costs, charges and expenses of the winding up, and
- (c) adjustment of the rights of the contributories among themselves.

DIRECTORS

7. UNANIMOUS DECISIONS

7.1 A decision of the Management Board is taken in accordance with this article when all Elected Members and Eligible Directors indicate to each other by any means that they share a common view on a matter.

7.2 Such a decision may take the form of a resolution in writing, where each Elected Member and Eligible Director has signed one or more copies of it, or to which each Elected Member and Eligible Director has otherwise indicated agreement in writing.

7.3 A decision may not be taken in accordance with this article if the Elected Members and Eligible Directors would not have formed a quorum at such a meeting.

8. CALLING A DIRECTORS' MEETING

8.1 The Directors and the Elected Members shall meet at intervals of not greater than every two months and such meetings shall be convened by the Secretary.

8.2 Any Elected Member or Director may call a meeting of the Management Board by giving not less than 20 Business Days' notice of the meeting (or such lesser notice as all the directors and Elected Member may agree) to the Directors and Elected Members or by authorising the company secretary (if any) to give such notice.

8.3 Notice of a meeting of the Management Board shall be given to each Director and Elected Member in writing.

8.4 A director or Elected Member who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the meeting of the Management Board.

9. QUORUM FOR DIRECTORS' MEETINGS

9.1 Subject to article 9.2, the quorum for the transaction of business at a meeting of the Management Board is any six Eligible Directors or Elected Members.

9.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 11 to authorise a Conflict, if there is only one Eligible Director or Elected Member in office other than the Interested Director(s) (defined in article 11.1), the quorum for such meeting (or part of a meeting) shall be one Eligible Director.

9.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Members to appoint further directors.

10. VOTES AND CASTING VOTE

10.1 The general rule about decision-making by the Management Board is that any decision of the Management Board must be either a majority decision at a meeting or a decision taken in accordance with article 7.

10.2 The person appointed as the Chairman under article 14 shall chair the meetings of the Management Board.

10.3 If the Chairman is not participating in a meeting of the Management Board within thirty minutes of the time at which it was to start, the participating Elected Members and Directors must appoint one of themselves to chair it.

10.4 If the numbers of votes for and against a proposal at a meeting of Management Board are equal, the chairman or other person chairing the meeting has a casting vote.

10.5 Article 10.4 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that meeting (or part of a meeting).

11. ELECTED MEMBERS' AND DIRECTORS' CONFLICTS OF INTEREST

11.1 If a proposed decision of the Management Board is concerned with an actual or proposed transaction or arrangement with the company in which an Elected Member or Director is interested or where participation would breach his duty under section 175 of the Act to avoid conflicts of interest, that director is not to be counted as participating in the decision-making process for quorum or voting purposes

12. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Management Board are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

13. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than five.

14. APPOINTMENT AND REMOVAL OF ELECTED MEMBERS AND DIRECTORS

14.1 The members of the Company shall at each annual general meeting (by way of a vote of the members) elect an individual member of the Company (to be known as an Elected Member) for each of the following roles:

- (a) President;
- (b) Chairman;
- (c) Company Secretary;
- (d) Treasurer;
- (e) Statistics Officer; and
- (f) A further twelve General Elected Members.

14.2 Subject as provided above, the election of the Elected Members of the company, must take place in the following manner:

- (a) Any 2 members of the company may nominate any other member to serve as an Elected Member of the company, having previously received his assent.
- (b) The name of each member so nominated, together with the names of his proposer and seconder, must be sent in writing signed by all 3 of them (identifying which of the Shooting Disciplines he represents) to the secretary of the company at least 56 days before the annual general meeting.
- (c) Balloting lists of the candidates' names in alphabetical order and against each Shooting Discipline shall be prepared and posted by first class mail or by e-mail or such other electronic format as the Directors may from time to time decide to all members not less than 42 days before the annual general meeting.
- (d) Each member qualified to vote may vote for any two candidates in each Shooting Discipline (being a total of 12 candidates and two in each Shooting Discipline) by voting at the AGM.
- (e) The candidates appointed as Elected Members shall be the two candidates in each Shooting Discipline receiving the most votes in the ballot not exceeding the number of vacancies and the results shall be declared at the AGM; and
- (f) If any candidate declines to serve after being elected, the candidate who has the next largest number of votes must be deemed to be elected.
- (g) If 2 or more candidates obtain an equal number of votes, the directors must select by lot from such candidates the candidate or candidates who is or are to be elected.

14.3 Once an Elected Member has been elected under article 14.2 they shall stand in post until the next AGM where they shall retire and the process outlined in 14.1 and 14.2 shall apply again.

14.4 If the process outlined in article 14.2 does not result in all Elected Member posts being filled at the AGM then the process of nomination of members for posts may take place at the AGM and the ballot shall be replaced by a vote at the AGM.

14.5 The Elected Members of the Company shall owe the same duties to the Company and shall at all times act as though they were directors of the Company provided that they shall not be formally appointed or listed on the register of directors kept at Companies House as directors

14.6 The Directors of the Company shall be appointed by the Elected Members of the Company at the first management board meeting after the AGM provided that:

- (a) The Elected Members who hold the posts of President and Chairman shall each be appointed as Directors;

- (b) A person may only be appointed as a Director if he or she is a Member;
- (c) where that person signifies his willingness to become an officer and director of the Company the secretary shall then enter his name in the books of the Company and file all necessary forms with companies house to register that person as a Director;
- (d) where that person does not signify his willingness to become an officer and director of the Company an alternative member shall be found using the process outlined in article 14.5.

14.7 Any Elected member or Director may at any time be removed from office by a vote of the members. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases.

15. RETIREMENT OF ELECTED MEMBERS AND DIRECTORS

15.1 At every annual general meeting of the company:

- (a) The Elected Members of the company must retire from office.
- (b) Two of the Directors must retire from office such retirement being by rotation.

15.2 The retiring Elected Members and Directors are eligible for re-election at the same or any other general meeting of the company.

16. TERMINATION OF DIRECTORS APPOINTMENT

16.1 A person ceases to be a Director as soon as:

- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
- (b) a bankruptcy order is made against that person;
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (d) a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (f) notification is received by the company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

- (g) that person ceases to be a member of the company.
- (h) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner prescribed by section 317 of the Act.
- (i) is removed from office by an ordinary resolution passed by the members
- (j) he absents himself from meetings of the directors for a continuous period of 6 calendar months or 4 consecutive board meetings without special leave of absence from the other directors

17. MANAGEMENT BOARD

- 17.1 The Elected Members and Directors of the Company shall comprise the Management Board for the purposes of these Articles and the Management Board shall be responsible for the administration and day to day running of the Company in accordance with these Articles.

18. APPOINTMENT AND REMOVAL OF DELEGATES OR COMMITTEES

- 18.1 The Management Board shall appoint representatives from any of their number to attend meetings of:

- (a) WTSF
- (b) ICTSC
- (c) BICTSF
- (d) ICTSF

- 18.2 Subject to the articles, the Management Board may delegate any of the powers which are conferred on them under the articles to a committee or committees consisting of three or more directors of the company;

- (a) by such means (including by power of attorney);
- (b) to such an extent;
- (c) in relation to such matters or territories; and
- (d) on such terms and conditions;

as they think fit.

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

18.4 Committees to which the Management Board delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the articles which govern the taking of decisions by Elected Members and Directors.

18.5 The Management Board may make rules of procedure for all or any committees, which prevail over rules derived from the articles if they are not consistent with them.

19. SECRETARY

The person appointed as the secretary under article 14 shall act as the Company Secretary.

20. DIRECTORS' REMUNERATION

20.1 No Elected Member Director or officer of the company, other than the Treasurer, Administration Officer or Secretary receive any remuneration for his services in the capacity of director or officer but nothing contained in these articles is to prohibit payment by the company of any sum to a director or officer as reimbursement of expenses.

20.2 The terms of engagement and the sums to be paid to each of the Treasurer, Administration Officer or Secretary shall be determined by the members at each AGM.

21. ELECTED MEMBERS' AND DIRECTORS' EXPENSES

21.1 The company may pay any reasonable expenses which the Elected Members or Directors properly incur in connection with their attendance at:

- (a) meetings of Management Board or committees;
- (b) general meetings; or
- (c) or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

22. MEMBERSHIP

22.1 The Members of the Company shall comprise:

- (a) An honorary Patron and President appointed by the Management Board at the AGM;
- (b) Life Vice Presidents and Life Members (in recognition of services or accomplishments to the objects of the Company) who are proposed by a member to and accepted by the Management Board at their absolute discretion;

- (c) Honorary members appointed by the Management Board at the AGM;
- (d) Individual Members being any individual who applies to become a member by completing an application for membership in a form approved by the directors from time to time and paying the annual subscription fee applicable to Individual Members at the time of the application. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Secretary;
- (e) Junior Members being any individual under the age of 21 at the date of the application who applies to become a member by completing an application for membership in a form approved by the directors from time to time and paying the annual subscription fee applicable to Junior Members at the time of the application. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Members by the Secretary;
- (f) Affiliated Members being any club or shooting ground venue providing facilities for clay target shooting which applies to become a member by completing an application for membership in a form approved by the directors from time to time and paying the annual subscription fee applicable to Affiliated Members at the time of the application. A letter shall be sent to each successful applicant confirming their membership of the Company and the details of each successful applicant shall be entered into the Register of Affiliated Members by the Secretary.

22.2 The Management Board may decline to accept any application for affiliated membership and need not give reasons for doing so.

22.3 The Management Board may prescribe criteria for membership of the Company.

22.4 The Management Board may exclude from membership any proposed individual or affiliated member who has been the subject of disciplinary proceedings or sanctions imposed by any fellow constituent body of the International Clay Target Shooting Council Ltd provided that before imposing such concurrent suspension or exclusion the directors must afford the person the opportunity to offer an explanation as to why they should not take such action and the directors shall consider such an explanation prior to imposing any exclusion.

22.5 All Members other than Honorary Members must pay to the Company on becoming a Member an annual, subscription fee to be decided by the directors from time to time.

23. TRANSFER OF MEMBERSHIP

23.1 A Member may not transfer his membership to another person in any circumstances.

24. EXPULSION OF MEMBER

24.1 The Management Board may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the Management Board:

- (a) he is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and directors into disrepute; or
- (b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole;
- (c) he has failed to observe the terms of these Articles and the Rules;
- (d) If that member is convicted on indictment of any criminal offence or is adjudged a bankrupt, or makes any composition or arrangement with his creditors or, being engaged in any profession; or
- (e) He is subject of disciplinary proceedings or sanctions imposed by any fellow constituent body of the International Clay Target Shooting Council Ltd.

Following such termination, the Member shall be removed from the Register of Members by the Secretary.

24.2 The notice to the Member must give the Member the opportunity to be heard in writing or in person as to why his membership should not be terminated. The directors must consider any representations made by the Member and inform the Member of their decision following such consideration. There shall be no right to appeal from a decision of the directors to terminate the membership of a Member.

24.3 A Member whose membership is terminated under this Article shall not be entitled to a refund of any subscription or membership fee and shall remain liable to pay to the Company any subscription or other sum owed by him and forfeits all right to or claim upon the company or its property or funds.

DECISION MAKING BY MEMBERS

25. AFFILIATED MEMBERS AND JUNIOR MEMBERS

25.1 Junior Members and Affiliated Members have no voting rights nor may they stand for election as a Director or Elected member or act as a proposer \ seconder to any

nominations of directors, but are otherwise entitled to all other privileges of a member and bound by all regulations contained in these articles.

- 25.2 The Management Board shall from time to time by resolution determine the various categories, rights, privileges and liabilities including the amount of any affiliation or association fee that shall be enjoyed and undertaken by such Clubs or Shooting Grounds

26. VOTES OF MEMBERS

Subject to the Act, at any general meeting every Individual Member who is present in person shall on a show of hands have one vote and every Member present in person shall on a poll have one vote.

27. POLL VOTES

- 27.1 A poll may be demanded at any general meeting by either;

- (a) The Chairman; or
- (b) any two Individual Members present and entitled to vote at the meeting.

- 27.2 Article 30(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

28. QUORUM FOR GENERAL MEETINGS

- 28.1 No business may be transacted at any meeting of the Members unless a quorum is present.

- 28.2 Save as otherwise provided in these articles, 15 Individual Members personally present or present by proxy is a quorum.

- 28.3 If within half an hour from the time appointed for the meeting a quorum of members is not present, or, if during a meeting such a quorum ceases to be present:

- (a) if the meeting was convened on the requisition of members, it must be dissolved;
- (b) in any other case the meeting stands adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and, if at the adjourned meeting a quorum of members is not present within half an hour of the time appointed for the meeting, the members present may form a quorum.

29. CHAIRING MEMBERS MEETINGS

- 29.1 Any meetings of the Members shall be chaired by the President or if he is not present within 30 minutes of the time scheduled for such meeting then the Chairman of the Board shall chair the Member's meeting.

30. PROXIES

- 30.1 Article 31(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".
- 30.2 Article 31(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

31. ANNUAL GENERAL MEETING

- 31.1 The company must hold a general meeting not later than 31st October in each year as its annual general meeting in addition to any other meetings in that year, and must specify the meeting as the annual general meeting in the notices calling it.
- 31.2 Not more than 15 months may elapse between the date of one annual general meeting of the company and that of the next.
- 31.3 The annual general meeting must be held at such time and place as the directors appoint.
- 31.4 At the Annual General Meeting that members shall consider and if appropriate approve each of the following:
- (a) The adoption the audited accounts of the Association for the previous financial year;
 - (b) the appointment of the Honorary President and Life Vice-Presidents; and
 - (c) the appointment of accountants;
 - (d) the appointment of such honorary officers or advisers as deemed appropriate or as may be recommended by the Management Board;

- (e) the appointment of the Elected Members and Directors in accordance with Article 14; and
- (f) To discuss other business as shall by notice in writing be sent to the Company Secretary and received by him not later than the 1st.September immediately preceding the date of the Annual General Meeting and signed by not less than three 3 Individual Members

32. SPECIAL GENERAL MEETINGS

- 32.1 All general meetings other than annual general meetings must be called special general meetings.
- 32.2 The Management Board may, whenever they think fit, and must, on a requisition made in writing by members representing not less than one-fifth of the total voting rights of all the members having at the date of deposit of the requisition a right to vote at general meetings, whichever is the lesser, convene a special general meeting.
- 32.3 Any requisition made by the members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the company.
- 32.4 On receipt of the requisition the Management Board must immediately proceed to convene a special general meeting.
- 32.5 If the Management Board do not proceed to call a meeting within 21 days from the date of deposit of the requisition, the requisitionists, or any of them representing more than one-half of the total voting rights of all of them, may convene such a meeting.
- 32.6 Accidental omission to give notice of any meeting to or non-receipt of such notice by any member does not invalidate the proceedings at that meeting.

33. MEANS OF COMMUNICATION TO BE USED

- 33.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

33.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

34. RULES

34.1 The Management Board may from time to time make such rules as they may deem necessary or expedient or convenient for the proper conduct and management of the Company effective operation of the Company including but not limited to:

- (a) prescribing the classes of and conditions of membership;
- (b) the setting and payment of subscription fees
- (c) The administration 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
- (d) Establishing and maintaining a Disciplinary Code of Conduct to regulate the conduct of members of the Company and set sanctions where such code is breached.

34.2 If there is a conflict between the terms of these Articles and any rules established under this Article, the terms of these Articles shall prevail.

34.3 If there is a conflict between the disciplinary rules and sanctions of the International Clay Target Shooting Council Ltd and the rules adopted under this article the disciplinary rules and sanctions of the International Clay Target Shooting Council Ltd shall prevail.

34.4 The Members in General Meeting shall have power to alter or repeal or amend any rules established under this article.

34.5 The Management Board shall give written notice of any rules adopted under this article to the Members within 7 days of such adoption.

34.6 Any rules properly adopted under this article shall be binding on all Members of the Company.

35. FINANCES

35.1 All cheques and any other form of financial transactions must be authorized signed, drawn, accepted, endorsed or otherwise executed by the Treasurer and one other Director.

36. ACCOUNTS

36.1 The Management Board of the company must ensure that proper books of account are kept in respect of:

- (a) all sums of money received and expended by the company and the matters in respect of which the receipts and expenditure take place; and
- (b) the assets and liabilities of the company.

36.2 The books of account must be kept at the registered office of the company, or at such other place or places as the directors think fit, and must always be open to the inspection of the directors.

36.3 The Management Board must from time to time determine whether, and to what extent, and at what times and places, and under what conditions and regulations, the accounts and books of the company, or any of them, are to be open to the inspection of members of the company who are not Elected Members or Directors.

36.4 No member who is not an Elected Member or Director has any right to inspect any account or book or document of the company except as conferred by statute or authorised by the directors.

37. PRESENTATION OF ACCOUNTS

37.1 At the Annual General Meeting of the members the Management Board must lay before the company an account of income and expenditure for the period since the preceding account.

37.2 A balance sheet must be made out in every year and laid before the company in general meeting, made up to a date not more than 6 months before such meeting.

37.3 A copy of the balance sheet must be sent to, or made available to, the persons entitled to receive notices of general meetings in the manner in which notices are to be given under these articles 21 days prior to the meeting.

37.4 Every account and balance sheet must be accompanied by a report of the directors and the account, report and balance sheet must be signed by 2 directors and countersigned by the secretary.

38. INDEMNITY AND INSURANCE

38.1 Subject to article 38.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

(a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

(i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and

(ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

(b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 28(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

38.2 This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law and any such indemnity is limited accordingly.

38.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

38.4 In this article:

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and
- (c) a "relevant officer" means any Elected Member director or other officer or former director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).