

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, and
amended at the AGM on 11th October 2023)**

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires:

“**Act**” means the Companies Act 2006;

“**Articles**” means the Association’s Articles of Association;

“**Association**” means The Welsh Clay Target Shooting Association, or WCTSA.

“**Bankruptcy**” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“**Board**” means board of directors and Elected Members, from time to time;

“**Chairman**” has the meaning given in these Articles;

“**Chairman of the meeting**” has the meaning given in these Articles

“**Companies Acts**” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Association;

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;

“**Director**” means a director of the Association, and includes any person occupying the position of director, by whatever name called;

“**Electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**Member**” has the meaning given in section 112 of the Companies Act 2006;

“**ordinary resolution**” has the meaning given in section 282 of the Companies Act 2006;

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

Member: means a member of the Company;

“**Proxy notice**” has the meaning given in Article 45;

“**Special resolution**” has the meaning given in section 283 of the Companies Act 2006;

“**Subsidiary**” has the meaning given in section 1159 of the Companies Act 2006; and

“**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
- (f) FITASC sporting
- (g) Olympic Trap

“**Writing**” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

In these Articles of Association, the masculine includes the feminine and where appropriate the singular includes the plural.

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

- 1.2 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.3 A reference in these Articles to an "**article**" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.4 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.
- 1.5 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.

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. In co-operation with the Clay Pigeon Shooting Association (England), Irish Clay Pigeon Shooting Association (Ireland), Ulster Clay Pigeon Shooting Association (Northern Ireland), Scottish Clay Target Shooting Association (Scotland), to promote the sport of clay target shooting throughout the UK;
- 2.2 To liaise with or affiliate to, as deemed appropriate, the International Shooting Sports Federation (ISSF), the Federation Internationale de Tir aux Armes Sportives de Chasse (FITASC) and other appropriate bodies.

3. POWERS

- 3.1 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.
- (m) The income and property of the Company shall be applied solely in promoting the object of the Company as set out in Article 2.
- (n) 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:
 - (i) Reasonable and proper remuneration to any member, or servant of the Company for any services rendered to the Company
 - (ii) any interest on money lent by any member or any director at a reasonable and proper rate;
 - (iii) reasonable and proper rent for premises demised or let by any member or director;
 - (iv) reasonable out-of-pocket expenses properly incurred by any director.

4. DIRECTORS

4.1 DIRECTORS' GENERAL AUTHORITY

- (a) Subject to the Articles, the directors are responsible for the management of the Association's business, for which purpose they may exercise all the powers of the Association.
- (b) Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall be subject to a maximum of 10 but shall not be less than five.

4.2 DIRECTORS MAY DELEGATE

- (a) Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:
 - (i) to such person or committee;
 - (ii) by such means (including by power of attorney);
 - (iii) to such an extent;
 - (iv) in relation to such matters or territories; and
 - (v) on such terms and conditions; as they think fit.
- (b) If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

- (c) The directors may revoke any delegation in whole or part or alter its terms and conditions.

4.3 COMMITTEES

- (a) Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.
- (b) The directors 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.
- (c) The quorum for a sub-committee shall be 2.

4.4 DECISION-MAKING BY DIRECTORS

- (a) Directors to take decisions collectively. The general rule about decision-making by directors is that any decision of the directors must be a majority decision (after all directors having been contacted), taken in accordance with these articles and documented.
- (b) In the event of the same number of votes for and against, the Chairman will have an additional casting vote.

5. CALLING A MANAGEMENT BOARD MEETING

- 5.1 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.
- 5.2 Any elected member or director may call a meeting of the Management Board by giving not less than 14 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.
- 5.3 Notice of a meeting of the Management Board shall be given to each director and elected member but need not be in writing. Notice must give details of the purpose of the meeting.
- 5.4 Notice of any meeting must indicate
 - (a) Proposed time and date
 - (b) Where it is to take place; and
 - (c) If it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

6. PARTICIPATION IN MANAGEMENT BOARD MEETINGS

- 6.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:
 - (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the other directors any information or opinions they have on any particular item of the business of the meeting.
- 6.2 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 6.3 The Board may invite anyone to attend and speak at board meetings.

7. QUORUM FOR MANAGEMENT BOARD MEETINGS

- 7.1 The quorum for the transaction of business at a meeting of the Management Board is any six eligible directors or elected members.
- 7.2 If a quorum is not presented within half an hour of the time fixed for the meeting, the meeting shall stand adjourned until such date and time and at such place as the directors and elected members present shall agree.

8. CHAIRING OF MANAGEMENT BOARD AND APPOINTMENT OF CHAIRMAN AND VICE CHAIRMAN

- 8.1 The directors and elected members shall appoint a Chairman and a Vice Chairman who must be one of the appointed directors of the association as described in these Articles
- 8.2 If the Chairman or Vice Chairman is not participating in a board meeting within 10 minutes of the time at which it was to start, the participating directors shall appoint one of the other directors to chair it.
- 8.3 The appointment of the Chairman and Vice-Chairman shall at all times be reserved to the Board.

9. MANAGEMENT BOARD VOTES AND CASTING VOTE

- 9.1 The general rule about decision-making by the Management Board is that any decision of the Management Board must be a majority decision taken in accordance with these articles.
- 9.2 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. CONFLICTS OF INTEREST

- 10.1 If a proposed decision of the Board Members is concerned with an actual or proposed transaction or arrangement with the Association in which a director is interested, that director is not to be counted as participating in the decision-making process for quorum or voting purposes.
- 10.2 But if paragraph 10.3.c below applies, a director who is interested in an actual or proposed transaction or arrangement with the Association is to be counted as participating in the decision-making process for quorum and voting purposes.
- 10.3 This paragraph applies when:
- (a) the directors present at the meeting (other than the director who is interested in the actual or proposed transaction or arrangement with the Association) resolve to disapply the provision of the Articles which would otherwise prevent a director from being counted as participating in the decision-making process;
 - (b) the director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest; or
 - (c) the director's conflict of interest arises from a permitted cause and the director has declared the nature of that permitted cause to the meeting.
- 10.4 For the purposes of this Article, the following are permitted causes:
- (a) a guarantee given, or to be given, by or to a director in respect of an obligation incurred by or on behalf of the Association or any of its subsidiaries;
 - (b) subscription, or an agreement to subscribe, for securities of the Association or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such securities; and
 - (c) arrangements pursuant to which benefits are made available to employees and directors or former employees and directors of the Association or any of its subsidiaries which do not provide special benefits for directors or former directors.
- 10.5 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 10.6 If a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any director other than the Chairman is to be final and conclusive.
- 10.7 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the Chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the Chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purpose.

11. RECORDS OF DECISIONS TO BE KEPT

11.1 The directors must ensure that the Association keeps a record, in writing, for at least 7 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

12. MANAGEMENT BOARD'S DISCRETION TO MAKE FURTHER RULES

12.1 Subject to the articles, the Management Board may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

13. CONSTITUTION OF THE BOARD

13.1 The board of directors may from time to time and at any time appoint any member, or other person who is willing to become a member of the board to fill a casual vacancy or by way of addition to the board.

13.2 The Management Board shall comprise of

- (a) Directors
- (b) Elected Members – (Discipline representatives)
- (c) Chairman
- (d) Vice-Chairman
- (e) President – Nonvoting (unless a director)

13.3 The Management Board shall appoint as and when they see fit members to act in specific nonvoting roles to assist the Management Board.

- (a) Salaried Positions
 - (i) Treasurer
 - (ii) General Secretary
- (b) Office Holders
 - (i) Membership Secretary
 - (ii) Scores and Statistical Secretary
 - (iii) Website/Social Media Secretary
 - (iv) Marketing Secretary

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 aged 18 or over), elect an individual member of the Company (to be known as an Elected Member) for each of the following roles:

- (a) Fourteen general elected members comprising two from each shooting discipline. With one from each discipline being available for re-election each year.

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 28 days before the annual general meeting.

- (c) Balloting lists of the candidates' names in alphabetical order and against each shooting discipline shall be made available to all members not less than 28 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 14 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.
 - (h) The board will endeavour to ensure that there is both male and female representation on the board.
- 14.3 Once an elected member has been elected under these articles, they shall stand in post for two years, until that next AGM where they shall retire, and the process outlined shall apply again.
- 14.4 If the process outlined in these articles 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 a subsequent board meeting, and the ballot shall be replaced by a vote at the board meeting.
- 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 due for re-election after completing their three-year term 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 post of Chairman shall 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 a 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 a director of the Company an alternative member shall be found by the Management Board
- 14.7 Any elected member or director may at any time be removed from office by a majority vote of the Management Board. 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

- 15.1 At every annual general meeting of the company one elected member per discipline must retire from office on 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 or elected member 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 Management Board 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) Welsh Target Shooting Federation
- (b) International Clay Target Shooting Committee
- (c) British International Clay Target Shooting Federation
- (d) International Clay Target Shooting Federation.

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 elected members;

- (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 the Management Board.

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. MANAGEMENT BOARD REMUNERATION

19.1 No elected member, director or officer of the company, other than the Treasurer, General Secretary, Statistics Officer, Media and Marketing Secretary and Membership 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, elected member or officer as reimbursement of expenses.

19.2 The terms of engagement and the sums to be paid to each of the shall be determined by the Management Board.

20. ELECTED MEMBERS' AND DIRECTORS' EXPENSES

20.1 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.

21. FINANCES

21.1 CHEQUES

- (A) All payments and any other form of financial transactions must be authorised signed, drawn, accepted, endorsed or otherwise executed by the Treasurer or one other nominated Director, unless the value of the cheque exceeds £1000 in which case two signatures are required.

21.2 ACCOUNTS

- (a) The Management Board of the company must ensure that proper books of account are kept in respect of:
 - (i) all sums of money received and expended by the company and the matters in respect of which the receipts and expenditure take place; and
 - (ii) the assets and liabilities of the company.
- (b) 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.
- (c) 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.
- (d) 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.

21.3 PRESENTATION OF ACCOUNTS

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

22. DIRECTORS' INDEMNITY AND INSURANCE

22.1 Each director or other officer of the Association shall be indemnified out of the assets of the Association against all and any losses or liabilities which he may sustain in or about the lawful execution of his duties or office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal or in connection with any application under section 1157 of the Companies Act 2006 in which relief is granted to him by the Court, and no director or other officer of the Association shall be liable for any loss, damage or misfortune which may arise or be incurred by the Association in the proper execution of his duties or office or in relation thereto. This Article shall only have effect in so far as its provisions are not avoided by section 232 of the Companies Act.

- 22.2 The directors shall have power to purchase and maintain for any director or officer of the Association insurance against any such liability as is referred to in section 232 (1) of the Act.

23. MEMBERSHIP

- 23.1 The Members of the Company shall comprise:
- (a) A President appointed by the Management Board prior to the AGM.
 - (b) 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) Individual Members being any individual who applies to become a member by completing an application for membership in a form approved by the Management Board from time to time and paying the annual subscription fee applicable to individual members at the time of the application.
 - (d) 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.
 - (e) Colt Membership being any individual under the age of 16 at the date of the application 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 Colt Members at the time of the application.
 - (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.
 - (g) 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 membership secretary.
- 23.2 The association reserves the right to decline any application for membership or renewal in any group at its absolute discretion.
- 23.3 The Management Board may prescribe criteria for membership of the company.
- 23.4 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.
- 23.5 All members must pay to the Company on becoming a member an annual, subscription fee to be decided by the Management Board from time to time.

24. TRANSFER OF MEMBERSHIP

- 24.1 A member may not transfer his membership to another person in any circumstances.

25. EXPULSION OF MEMBER

- 25.1 The Association may terminate the membership of any member without his consent and without the need to give reasons, by giving him written notice. Following such termination, the member shall be removed from the register of members by the membership secretary.
- 25.2 A member whose membership is terminated under these Articles 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.

26. DECISION MAKING BY MEMBERS AT GENERAL MEETINGS

26.1 Affiliated Members and Junior Members.

- (a) 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.

27. VOTES OF MEMBERS

Subject to the Act, at any general meeting every individual member who is present in person (or by proxy) shall on a show of hands have one vote and every member present in person (or by proxy) shall on a poll have one vote.

28. POLL VOTES

28.1 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.

29. QUORUM FOR GENERAL MEETINGS

29.1 No business may be transacted at any meeting of the members unless a quorum is present.

29.2 Save as otherwise provided in these articles, 15 individual members personally present or present by proxy is a quorum.

29.3 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

30. CHAIRING MEMBERS MEETINGS

30.1 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.

31. PROXIES

31.1 Content of proxy notices - Proxies may only validly be appointed by a notice, in writing, in a form prepared by the Association for the purpose of the meeting specified (a "proxy notice") set out as below:

THE WELSH CLAY TARGET SHOOTING ASSOCIATION LTD
ANNUAL GENERAL MEETING*[Insert year]**** GENERAL MEETING** *[Insert date]******

PROXY FORM

Enter member's name
Enter member's address *Enter member's number*
Enter member's reference number

At the (Annual) General Meeting of the WCTSA to be held on *[Insert date]* at the *[Insert venue name and address]*

I appoint the Chairman of the meeting to be my proxy and to vote on my behalf as indicated below. *
 The Chairman of the meeting may vote or abstain on any ancillary or procedural resolutions put to the meeting.*

Or

1	To receive the Annual Accounts			
2	To (re-)appoint <i>[Insert name]</i> as Accountants			
3	(Special) Resolution 1 - <i>[Insert title of resolution]</i>			
4	(Special) Resolution 2 - <i>[Insert title of resolution]</i>			
5	<i>[Insert any additional resolutions or Honorary Officers as appropriate]</i>			

I appoint _____ WCTSA member No _____,
 to be my proxy and to attend the above meeting and vote on my behalf as indicated below.
 My proxy may vote or abstain on any ancillary or procedural resolutions put to the meeting.*

Please mark 'X' in the appropriate box to indicate how you wish to vote:

FOR AGAINST WITHHELD

Signed _____ **Dated** _____

Sign and date form, fold, seal and post back to WCTSA office to be received no later than 5.30pm on Wednesday *[Insert date]*.

This form supersedes and invalidates any form previously signed by me.

* strike out as desired.

- 31.2 Such form shall:
- (a) state the name and membership number of the member appointing the proxy;
 - (b) identify the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) be signed by the member appointing the proxy, or be authenticated in such manner as the directors may determine; and
 - (d) be delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 31.3 The Association requires proxy notices to be delivered in the particular form indicated above.
- 31.4 Proxy notices shall specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 31.5 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 31.6 Delivery of proxy notices
- (a) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.
 - (b) The original instrument appointing a proxy must be deposited at the registered office of the Association not later than 5.30pm on the day preceding two working days before the date the meeting is due to take place at which the person named in such instrument proposes to vote.
 - (c) Voting and lodging of proxies may be affected in electronic form to the email address supplied by the Company in accordance with the timescale set out in these Articles.
 - (d) An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
 - (e) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

32. ADMINISTRATIVE ARRANGEMENTS

32.1 ANNUAL GENERAL MEETING

- (a) 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.
- (b) The annual general meeting must be held at such time and place as the directors appoint. Where circumstances prevent face to face meetings taking place, the Management Board can decide an Annual or Special General Meeting may be held remotely via suitable conferencing software, e.g., Zoom, or an equivalent software platform deemed suitable by the Board.
- (c) At the Annual General Meeting that members shall consider and if appropriate approve each of the following:
 - (i) The adoption of the audited accounts of the Association for the previous financial year;
 - (ii) the appointment of accountants;

- (iii) the appointment of such honorary officers or advisers as deemed appropriate or as may be recommended by the Management Board;
- (iv) the appointment of the elected members and in accordance with the Articles.
- (v) To discuss other business as shall by notice in writing be sent to the secretary and received by them 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.

32.2 SPECIAL GENERAL MEETINGS

- (a) All general meetings other than annual general meetings must be called “Special General meetings”.
- (b) 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.
- (c) 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.
- (d) On receipt of the requisition the Management Board must immediately proceed to convene a special general meeting.
- (e) 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.
- (f) 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.

32.3 Means of communication to be used;

- (a) Every Individual member shall receive not fewer than twenty-one (21) days written notice of the time, venue and agenda of all general meetings. Such notice may be in electronic form and written notice shall be deemed published if displayed on the Association’s website.
- (b) Accidental omission to give notice of any meetings to, or non-receipt of such notice by, any member will not invalidate the proceedings at that meeting.

32.4 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.

33. RULES

33.1 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.

33.2 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.

33.3 The members in general meetings shall have power to alter or repeal or amend any rules established under this article.

- 33.4 The Management Board shall give written notice of any rules adopted under this article to the members within 7 days of such adoption.
- 33.5 Any rules properly adopted under this article shall be binding on all members of the Company.

34. WINDING UP

The liability of the members is limited.

Every member of the Company undertakes to contribute such amount as may be required (NOT EXCEEDING £1) to the Company's assets if it should be wound up while they are a member, or within one year after they cease to be a member, for payment of the Company's debts and liabilities contracted before they cease to be a member, and of the costs, charges and expenses of winding up, and for the adjustments of the rights of the contributories among themselves.

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.