

The Companies Acts 1985, 1989 and 2006

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Get Hooked on Fishing Limited

1. The company's name is Get Hooked on Fishing Limited (and in this document it is called the "Charity").

2. **Interpretation**

2.1. In these Articles

“the 1985 Act” means the Companies Act 1985;

“the 2006 Act” means the Companies Act 2006;

“address” means a postal address, or, for the purposes of electronic communication, a fax number, an email or postal address or a text message number in each case registered with the Charity;

“the Charity” means the company intended to be regulated by these Articles;

“clear days” in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

“the Commission” means the Charity Commission for England and Wales;

“electronic communication” shall have the meaning given to it in the Electronic Communications Act 2000 including, in respect of such Act, any modification, re-enactment or substitute regulations for the time being in force;

“the Memorandum”	means the Memorandum of Association of the Charity;
“officers”	includes the Trustees and the Secretary (if any);
“the Seal”	means the common seal of the Charity, if it has one;
“Secretary”	means the secretary of the Charity or any other person appointed to perform the duties of the secretary of the Charity, including a joint, assistant or deputy secretary;
“Term”	means a period of 3 (three) consecutive years;
“the Trustees”	means the Trustees of the Charity. The Trustees are Charity Trustees as defined by section 97 of the Charities Act 1993;
“the United Kingdom”	means Great Britain and Northern Ireland,

and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

2.2. Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the 1985 Act and 2006 Act, but excluding any statutory modification not in force when this constitution becomes binding on the Charity.

2.3. Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

3. **Liability of members**

3.1. The liability of the members is limited.

3.2. Every member of the Charity promises, if the Charity is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Charity incurred before he or she or it ceases to be a member, and of the cost charges and expenses of winding up,

and the adjustment of the rights of contributories among themselves.

4. **Objects**

The Trustees shall hold the capital and income of the Charity upon trust to apply the income and all or such part or parts of the capital at such time or times and in such manner as the Trustees may in their absolute discretion think fit for or towards the provision of, or assistance in the provision of, facilities for all aspects of Angling for the benefit of those who by reason of their youth, gender or ethnicity or poverty or social and economic circumstances have a need of such facilities, with the object of improving the condition of life of the users and as a means of reduction of the incidence of crime and anti-social behaviour.

5. **Powers**

5.1. In addition to any other powers it may have, the Charity has the following powers in order to further the Objects (but not for any other purpose):

- 5.1.1. to create, organise, host and manage educational activities, projects and events to encourage understanding of the sport of Angling in general and to improve the education or life condition of the participants;
- 5.1.2. to develop, store and share information, best practice and learning with other organisations through activities including conferences, seminars, and publications;
- 5.1.3. to run educational activities and training programmes and provide support to learners and instructors in order to build awareness of Angling;
- 5.1.4. to encourage, promote and undertake conservation activities in respect of Angling;
- 5.1.5. to encourage Angling organisations to work together at local and national levels to meet the objectives of the Charity;
- 5.1.6. to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

- 5.1.7. to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 5.1.8. to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006;
- 5.1.9. to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed, the Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to mortgage land;
- 5.1.10. to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- 5.1.11. to establish or support or become a member of any charitable bodies, trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 5.1.12. to acquire, merge with or to enter into any partnership or joint venture arrangements with any other charity formed for any of the Objects;
- 5.1.13. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- 5.1.14. to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article;
- 5.1.15. to
 - 5.1.15.1. deposit or invest funds;
 - 5.1.15.2. employ a professional fund manager; and

5.1.15.3. arrange for the investments or other property of the Charity to be held in the name of a nominee;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;

5.1.16. to provide indemnity insurance for the Trustees or any other officer of the Charity in relation to:

5.1.16.1. any liability that by virtue of any rule of law which would otherwise attach to a Trustee of the Charity in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity; and

5.1.16.2. the liability to make a contribution to the Charity's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading);

save that the following liabilities are excluded:

5.1.16.3. fines;

5.1.16.4. costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;

5.1.16.5. liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not;

5.1.16.6. any liability where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation;

5.1.17. to pay out of the funds of the Charity the costs of forming and registering the Charity both as a company and as a charity; and

5.1.18. to do all such other lawful things as are necessary or expedient for the achievement of the Objects.

6. **Application of income and property**

- 6.1. The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 6.2. A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
- 6.3. Subject to the restrictions in Article 5, a Trustee may benefit from trustee indemnity insurance cover purchased at the Charity's expense.
- 6.4. A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 27.
- 6.5. None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee receiving:
 - 6.5.1. a benefit from the Charity in the capacity of a beneficiary of the Charity; and
 - 6.5.2. reasonable and proper remuneration for any goods or services supplied to the Charity.
- 6.6. No Trustee may:
 - 6.6.1. buy goods or services from the Charity;
 - 6.6.2. sell goods, services or any interest in land to the Charity;
 - 6.6.3. be employed by or receive any remuneration from the Charity; or
 - 6.6.4. receive any other financial benefit from the Charity;unless the payment or transaction is:
 - 6.6.5. permitted by Article 6.7 and the Trustees follow the procedure and observe the conditions set out in Article 6.8; or
 - 6.6.6. the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

6.7.

- 6.7.1. A Trustee may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
 - 6.7.2. A Trustee may be employed by the Charity or enter into a contract for the supply of goods or services to the Charity other than for acting as a Trustee.
 - 6.7.3. A Trustee may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.
 - 6.7.4. A company of which a Trustee is a member may receive fees, remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds not more than 1% of the issued capital of that company.
 - 6.7.5. A Trustee may receive rent for premises let by the Trustee to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
 - 6.7.6. The Trustees may arrange for the purchase out of the funds of the Charity of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- 6.8. The Charity and its Trustees may only rely upon the authority provided by Article 6.7.2 if each of the following conditions are satisfied:
- 6.8.1. the remuneration or other sums paid to the Trustee do not exceed an amount that is reasonable in all the circumstances;
 - 6.8.2. the Trustee is absent from the part of any meeting at which there is discussion of:

- 6.8.2.1. his or her employment or remuneration, or any matter concerning the contract; or
 - 6.8.2.2. his or her performance in the employment, or his or her performance of the contract; or
 - 6.8.2.3. any proposal to enter into any other contract or arrangement with him or her that would be permitted under Article 6.7.2; or
 - 6.8.2.4. any other matter relating to a payment or the conferring of any benefit permitted by Article 6.7.2;
 - 6.8.3. the Trustee does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
 - 6.8.4. the other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee rather than with someone who is not a Trustee. In reaching that decision the Trustees must balance the advantage of employing a Trustee against the disadvantages of doing so (especially the loss of the Trustee's services as a result of dealing with the Trustee's conflict of interest);
 - 6.8.5. the reason for their decision is recorded by the Trustees in the minute book; and
 - 6.8.6. a majority of the Trustees then in office have received no such payments.
- 6.9. The employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:
- 6.9.1. a partner;
 - 6.9.2. an employee;
 - 6.9.3. a consultant;
 - 6.9.4. a Trustee; or
 - 6.9.5. a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

6.10. In Article 6.7:

- 6.10.1. "Charity" shall include any company in which the Charity: holds more than 50% of the shares; or
 - 6.10.2. controls more than 50% of the voting rights attached to the shares; or
 - 6.10.3. has the right to appoint one or more Trustees to the Board of the Company.
- 6.11. "Trustee" shall include any child, parent, grandchild, grandparent, brother, sister, or spouse of the Trustee or any person living with the Trustee as his or her partner.

7. Members

- 7.1. The subscribers to the Memorandum are the first members of the Charity.
- 7.2. Membership is open to other individuals or organisations who:
 - 7.2.1. apply to the Charity in the form required by the Trustees; and
 - 7.2.2. are approved by the Trustees.
- 7.3. The Trustees may only refuse an application for membership if, acting reasonable and properly, they consider it to be in the best interests of the Charity to refuse the application.
- 7.4. The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 7.5. The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.
- 7.6. Membership is not transferable to anyone else.
- 7.7. The Trustees must keep a register of the names and addresses of the members.

8. Classes of Membership

- 8.1. The Trustees may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 8.2. The Trustees may not directly or indirectly alter the rights or obligations attached to a class of membership.

8.3. The rights attached to a class of membership may only be varied if:

8.3.1. three-quarters of the members of that class consent in writing to the variation; or

8.3.2. a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.

8.4. The provisions in these Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

9. **Termination of Membership**

9.1. Membership is terminated if:

9.1.1. the member ceases to be a Trustee of the Charity;

9.1.2. the member dies or, if it is an organisation, ceases to exist;

9.1.3. the member resigns by written notice to the Charity unless, after the resignation, there would be less than three (3) members;

9.1.4. the member is removed from membership by a resolution of the Trustees that it is in the best interests of the Charity that his or her membership is terminated. A resolution to remove a member from membership may only be passed if:

9.1.4.1. the member has been given at least twenty-one (21) days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

9.1.4.2. the member or, at the option of the member, the member's representative (who need not be a member of the Charity) has been allowed to make representations to the meeting.

10. **General meetings**

10.1. The Charity must hold its first annual general meeting within eighteen (18) months after the date of its incorporation.

10.2. An annual general meeting must be held in each subsequent year and not more than eighteen (18) months may elapse between successive annual general meetings.

- 10.3. All general meetings other than annual general meetings shall be called general meetings.
- 10.4. The Trustees may call a general meeting at any time.
- 10.5. The minimum period of notice required to hold a general meeting of the Charity shall be :
 - 10.5.1. twenty one (21) clear days for an annual general meeting; and
 - 10.5.2. fourteen (14) clear days for general meetings.
- 10.6. A general meeting may be called by shorter notice if it is so agreed:
 - 10.6.1. in the case of an annual general meeting, by all the members entitled to attend and vote; and
 - 10.6.2. in the case of a general meeting, by a majority in number of members having a right to attend and vote at the meeting who together hold not less than ninety (90) percent of the total voting rights.
- 10.7. The notice must specify the date time and place of the meeting and the general nature of the business to be transacted and comply with the provisions of the 1985 and 2006 Act. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and Article 12 of these Articles.
- 10.8. The notice must be given to all the members and to the Trustees and auditors of the Charity.
- 10.9. The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.

11. Proceedings at General Meetings

- 11.1. No business shall be transacted at any general meeting unless a quorum is present.
- 11.2. A quorum is:
 - 11.2.1. three (3) members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
 - 11.2.2. one tenth of the total membership at the time,

whichever is the greater.

11.3. The authorised representative of a member organisation shall be counted in the quorum.

11.4. If:

11.4.1. a quorum is not present within half an hour from the time appointed for the meeting; or

11.4.2. during a meeting a quorum ceases to be present;

the meeting shall be adjourned to such time and place as the Trustees shall determine.

11.5. The Trustees must reconvene the meeting and must give at least seven (7) clear days' notice of the reconvened meeting stating the date, time and place of the meeting.

11.6. If no quorum is present at the reconvened meeting within fifteen (15) minutes of the time specified for the start of the meeting the members present in person or by proxy at that time shall constitute the quorum for that meeting.

11.7. General meetings shall be chaired by the person who has been appointed to chair meetings of the Trustees.

11.8. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.

11.9. If there is no such person or he or she is not present within fifteen (15) minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.

11.10. If there is only one Trustee present and willing to act, he or she shall chair the meeting.

11.11. If no Trustee is present and willing to chair the meeting within fifteen (15) minutes after the time appointed for holding it, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

11.12. The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

11.13. The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.

- 11.14. No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 11.15. If a meeting is adjourned by a resolution of the members for more than seven (7) days, at least seven (7) clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.
- 11.16. Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 11.16.1. by the person chairing the meeting; or
 - 11.16.2. by at least two (2) members present in person or by proxy having the right to vote at the meeting; or
 - 11.16.3. by a member or members present in person or by proxy representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting.
- 11.17. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 11.18. The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 11.19. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting.
- 11.20. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.21. A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 11.22. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 11.23. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.

- 11.24. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 11.25. The poll must be taken within thirty (30) days after it has been demanded.
- 11.26. If the poll is not taken immediately at least seven (7) clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 11.27. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.

12. Proxies appointment and voting

- 12.1. Any member is entitled to appoint another person as a proxy to exercise all or any of the member's rights to attend and to speak and vote at a general meeting of the Charity.
- 12.2. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"Charity name.....

I/we.....of.....being a member/members of the above-named charity, hereby appoint.....of..... or failing him/her.....of.....as my/our proxy to vote in my/our name[s] and on my/our behalf at the general meeting of the charity to be held on.....20..... and at any adjournment thereof.

Signed on.....20....."

- 12.3. Where it is desired to afford members an opportunity to instruct the proxy how to act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Trustees may approve):

"Charity name.....

I/We.....of.....being a member/members of the above named charity hereby appoint of, or failing him/her, of as my/our proxy to vote in my/our name[s] and on my / our behalf at the general meeting of the charity, to be held on 20, and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 for*against*
Resolution No. 2 for*against*

*Strike out whichever is not desired

Unless otherwise instructed, the proxy may vote as s/he thinks fit or abstain from voting.

Signed this.....day of.....20....."

12.4. The appointment of a proxy and any authority under which it is executed (or a copy of such authority certified by a notary or in some other way approved by the Trustees) may be lodged with the Charity as follows:

12.4.1. in the case of an instrument in writing be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Charity in relation to the meeting not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

12.4.2. in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications:

12.4.2.1. in the notice convening the meeting, or

12.4.2.2. in any instrument of proxy sent out by the Charity in relation to the meeting, or

12.4.2.3. in any invitation contained in an electronic communication to appoint a proxy issued by the Charity in relation to the meeting, and

it must be received at such address not less than forty-eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

12.4.3. in the case of a poll taken more than forty-eight (48) hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than

twenty-four (24) hours before the time appointed for the taking of the poll; or

12.4.4. where the poll is not taken forthwith but is taken not more than forty-eight (48) hours after it was demanded, be delivered at the meeting at which the poll was demanded to the person chairing the meeting or to the secretary or to any Trustee.

12.5. An appointment of proxy which is not deposited, delivered or received in a manner described in Article 12.4 shall be invalid.

12.6. A vote given or poll demanded by proxy or by the duly authorised representative of a member which is an organisation shall be valid even if the authority of the person voting or demanding a poll has been determined unless notice of the determination was received by the Charity at:

12.6.1. its registered office, or

12.6.2. at such other place at which the instrument of proxy was duly deposited, or

12.6.3. where the appointment of the proxy was contained in an electronic communication at the address at which such appointment was duly received,

before commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

13. **Written Resolutions**

13.1. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of twenty-eight (28) days beginning with the circulation date.

13.2. A resolution in writing may comprise several copies to which one or more members have signified their agreement.

13.3. In the case of a member that is an organisation, its authorised representative may signify its agreement.

14. Votes of members

14.1. Subject to Article 8 and 11.8, every member, whether an individual or an organisation shall have one vote.

14.2. Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

14.3. Any organisation that is a member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

14.4. The organisation must give written notice to the Charity of the name of its representative. The nominee shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Charity. The nominee may continue to represent the organisation until written notice to the contrary is received by the Charity.

14.5. Any notice given to the Charity will be conclusive evidence that the nominee is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the nominee has been properly appointed by the organisation.

15. Trustees

15.1. A Trustee must be a natural person aged 16 years or older.

15.2. A Trustee must be a member of the Charity and of good and proper character.

15.3. No one may be appointed as a Trustee if he or she would be disqualified from acting under the provisions of Article 19.

15.4. The number of Trustees shall not be less than three (3) but (unless otherwise determined by ordinary resolution) shall not be more than ten (10).

15.5. The first Trustees shall be those persons notified to Companies House as the first Trustees of the Charity.

15.6. A Trustee may not appoint an alternate Trustee or anyone to act on his or her behalf at meetings of the Trustees.

16. Powers of Trustees

- 16.1. The Trustees shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the 1985 Act or the 2006 Act, the Memorandum, these Articles or any special resolution.
- 16.2. No alteration of the Memorandum or these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 16.3. Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

17. **Retirement**

- 17.1. Subject to Article 17.2, on the expiry of a Term a Trustee must retire from office at the next annual general meeting following the end of the Term.
- 17.2. The first Trustees of the Charity, as defined in Article 15.5, shall not be required to retire from office on expiry of their first Term and their trusteeships shall automatically continue for a second Term unless otherwise terminated in accordance with these Articles.
- 17.3. Subject to Article 17.5, a Trustee may offer himself for re-election at the next annual general meeting following the end of a Term and he shall be deemed automatically re-elected unless a majority in number of members votes against his re-election.
- 17.4. Subject to Article 17.5, if a Trustee is required to retire by a provision of these Articles the retirement shall take effect upon the conclusion of the meeting at which retirement is required.
- 17.5. The maximum length of service for any Trustee is three (3) Terms, provided that a third Term shall only be served if the members give prior authorisation to a third Term by way of ordinary resolution in general meeting.
- 17.6. A Trustee who has served three (3) Terms may only be reappointed a Trustee in accordance with the provisions of these Articles after the expiry of the period of one (1) Term commencing on the date of the Trustee's retirement from office.

18. **The Appointment of Trustees**

- 18.1. Subject to Article 15, the Charity may by ordinary resolution:
 - 18.1.1. appoint a person who is willing to act to be a Trustee; and

- 18.1.2. determine the rotation in which any additional Trustees are to retire.
- 18.2. No person, other than a Trustee retiring by rotation, may be appointed a Trustee at any general meeting unless:
 - 18.2.1. he or she is recommended for re-election by the Trustees; or
 - 18.2.2. not less than fourteen (14) nor more than thirty-five (35) clear days before the date of the meeting, the Charity is given a notice that:
 - 18.2.2.1. is signed by a member entitled to vote at the meeting;
 - 18.2.2.2. states the member's intention to propose the appointment of a person as a Trustee;
 - 18.2.2.3. contains the details that, if the person were to be appointed, the Charity would have to file at Companies House; and
 - 18.2.2.4. is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 18.3. All members who are entitled to receive notice of a general meeting must be given not less than seven (7) nor more than twenty-eight (28) clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is to retire by rotation.
- 18.4. Subject to Article 15, the Trustees may appoint a person who is willing to act to be a Trustee.
- 18.5. A Trustee appointed by a resolution of the other Trustees must retire at the next annual general meeting and must not be taken into account in determining the Trustees who are to retire by rotation.
- 18.6. The appointment of a Trustee, whether by the Charity in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

19. Disqualification and removal of Trustees

- 19.1. A Trustee shall cease to hold office if he or she:
 - 19.1.1. ceases to be a Trustee by virtue of any provision in the 1985 and 2006 Act or is prohibited by law from being a Trustee;

- 19.1.2. is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- 19.1.3. ceases to be a member of the Charity;
- 19.1.4. becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 19.1.5. resigns as a Trustee by notice to the Charity (but only if at least three (3) Trustees will remain in office when the notice of resignation is to take effect); or
- 19.1.6. is absent without the permission of the Trustees from all their meetings held within a period of six (6) consecutive months and the Trustees resolve that his or her office be vacated.

20. **Trustees' remuneration**

The Trustees must not be paid any remuneration unless it is authorised by the provisions of these Articles.

21. **Proceedings of Trustees**

- 21.1. The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 21.2. Any Trustee may call a meeting of the Trustees and meetings of the Trustees shall be held at least quarterly.
- 21.3. The Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- 21.4. Questions arising at a meeting shall be decided by a majority of votes.
- 21.5. No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. The quorum shall be three (3) or the number nearest to one third of the total number of Trustees, whichever is the greater or such larger number as may be decided from time to time by the Trustees.
- 21.6. A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 21.7. If the number of Trustees is less than the number fixed as the quorum the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.

- 21.8. Subject to Article 21.9, the Trustees shall appoint a Trustee to chair their meetings. The maximum length of service for any chairperson is three Terms, provided that a third Term shall only be served if the members give prior authorisation to a third Term by way of ordinary resolution in general meeting.
- 21.9. The Trustees may at any time revoke the chairperson's appointment.
- 21.10. In the case of an equality of votes, the person who chairs the meeting shall have a second or casting vote.
- 21.11. If no one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees may appoint one of their number to chair the meeting.
- 21.12. The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these Articles or delegated to him or her by the Trustees.
- 21.13. A resolution in writing agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it has been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:
- 21.13.1. a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and
- 21.13.2. a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of twenty-eight (28) days beginning with the circulation date.
- 21.14. A resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

22. **Delegation**

- 22.1. Trustees may delegate any of their powers or functions to a committee which shall include at least three (3) Trustees and be made up of a majority of Trustees. The terms of any delegation must be recorded in the minute book.
- 22.2. The Trustees may impose conditions when delegating, including the conditions that:

- 22.2.1. the relevant powers are to be exercised exclusively by the committee to whom they delegate;
- 22.2.2. no expenditure may be incurred on behalf of the Charity except in accordance with a budget previously agreed with the Trustees.
- 22.3. The Trustees may revoke or alter a delegation.
- 22.4. All acts and proceedings of any committees must be fully and promptly reported to the Trustees.
- 22.5. A Trustee must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared. A Trustee must absent himself or herself from any discussion of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).
- 22.6. Subject to Article 22.7 all acts done by a meeting of Trustees or of a committee of Trustees shall be valid notwithstanding the participation in any vote of a Trustee:
 - 22.6.1. who was disqualified from holding office;
 - 22.6.2. who has previously retired or who has been obliged by the constitution to vacate office; or
 - 22.6.3. who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;
 if without:
 - 22.6.4. the vote of that Trustee; and
 - 22.6.5. that Trustee being counted in the quorum;
 the decision has been made by a majority of the Trustees at a quorate meeting.
- 22.7. Article 22.6 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or a committee of Trustees if, but for Article 22.6 the resolution would have been void, or if the Trustee has not complied with Article 22.5.

23. Seal

23.1. If the Charity has a seal it must only be used by the authority of the Trustees or of a committee of Trustees authorised by the Trustees. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Trustee and by the Secretary or by a second Trustee.

24. Minutes

24.1. The Trustees must keep minutes of all:

24.1.1. appointments of officers made by the Trustees;

24.1.2. proceedings at meetings of the Charity;

24.1.3. meetings of the Trustees and committees of Trustees including:

24.1.3.1. the names of the Trustees present at the meeting;

24.1.3.2. the decisions made at the meetings; and

24.1.3.3. where appropriate the reasons for the decisions.

25. Accounts

25.1. The Trustees must prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

25.2. The Trustees must keep accounting records as required by the 2006 Act.

26. Annual Report and Return and Register of Charities

26.1. The Trustees must comply with the requirements of the Charities Act 1993 with regard to:

26.1.1. the transmission of the statements of account to the Charity;

26.1.2. the preparation of an Annual Report and its transmission to the Commission; and

26.1.3. the preparation of an Annual Return and its transmission to the Commission.

- 26.2. The Trustees must notify the Commission promptly of any changes to the Charity's entry on the Central Register of Charities.
- 26.3. Any notice to be given to or by any person pursuant to the Articles:
- 26.3.1. must be in writing; or
 - 26.3.2. must be given using electronic communication.
- 26.4. The Charity may give any notice to a member either:
- 26.4.1. personally; or
 - 26.4.2. by sending it by post in a prepaid envelope addressed to the member at his or her address; or
 - 26.4.3. by leaving at the address of the member; or
 - 26.4.4. by giving it using electronic communication to the member's address.
- 26.5. A member who does not register an address with the Charity or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Charity.
- 26.6. A member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purpose for which it was called.
- 26.7. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 26.8. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 26.9. A notice shall be deemed to be given:
- 26.9.1. forty-eight (48) hours after the envelope containing it was posted; or
 - 26.9.2. in the case of an electronic communication, forty-eight (48) hours after it was sent.

27. Indemnity

The Charity may indemnify any Trustee against any liability incurred by him or her in that capacity, to the extent permitted by the 2006 Act.

28. **Rules**

28.1. The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Charity.

28.2. The bye laws may regulate the following matters but are not restricted to them:

28.2.1. the admission of members of the Charity (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;

28.2.2. the conduct of members of the Charity in relation to one another, and to the Charity's employees and volunteers;

28.2.3. the setting aside of the whole or any part or parts of the Charity's premises at any particular time or times or for any particular purpose or purposes;

28.2.4. the procedure at general meetings and meetings of the Trustees in so far as such procedure is not regulated by the 1985 or 2006 Act or by these Articles; and

28.2.5. generally, all such matters as are commonly the subject matter of company rules.

28.3. The Charity in general meeting has the power to alter, add to or repeal the rules or bye laws.

28.4. The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Charity.

28.5. Rules or bye laws shall be binding on all members of the Charity.

28.6. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles.

29. **Dissolution**

29.1. The members of the Charity may at any time before, and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:

29.1.1. directly for the Objects; or

29.1.2. by transfer to any charity or charities for purposes similar to the Objects; or

29.1.3. to any charity for use for particular purposes that fall within the Objects.

29.2. Subject to any such resolution of the members of the Charity the Trustees of the Charity may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on dissolution, of the Charity be applied or transferred:

29.2.1. directly for the Objects, or

29.2.2. by transfer to any charity or charities for purposes similar to the Objects or

29.2.3. to any charity or charities for use for particular purposes that fall within the Objects.

29.3. In no circumstances shall the net assets of the Charity be paid to or distributed amongst the members of the Charity (except to a member that is itself a charity) and if no such resolution is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

29.4. Nothing in this constitution shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

Name Judge John Tillman Milford QC

Signature John Tillman Milford

Address
Hill House
Haydon Bridge
Northumberland
NE47 6HL

Date 11.01.09

Occupation Circuit Judge

Signed by witness James Richard Hamilton Caywer

Name James Richard Hamilton Caywer

Address Thistleberry Cottage
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Andover
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Occupation Army Officer

Name David Robert Hall
Hall

Signature David Robert

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Date 12.12.08

Occupation Company Chairman

Signed by witness S O'Driscoll

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Occupation

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Occupation RAF Avionics Engineer

Name Mark Andrew Lloyd Signature Mark Andrew Lloyd

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Date 1.1.09

Occupation Chief Executive, Angling Trust

Signed by witness Mr. Simon Evans

Name Mr. Simon Evans

Address 31 Monmouth Road,
Abergavenny, Monmouthshire, NP7 5HP

Occupation Deputy Director, Wye & Usk Foundation