

ARTICLES OF ASSOCIATION
OF
MERTHYR TYDFIL ANGLING ALLIANCE
COMPANY NUMBER: 0000000
DATE OF INCORPORATION : 00/0/00

THE COMPANIES ACT 2006
(THE ACT)

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

MERTHYR TYDFIL ANGLING ALLIANCE
(THE COMPANY)

1) The following provisions comprise the Articles of Association of the Company.

DEFINED TERMS

2) The following words and expressions mean as follows:

- a)** The Company means Merthyr Tydfil Angling Alliance which shall be a single member company
- b)** The Fishing Rights mean the fishing rights which the Parent owns on the River Usk – River Taff –The Fishing Rights shall also include any other owned fishing rights which the Parent may acquire at any time
- c)** The Lease means the lease between the Parent and the Company. Under the Lease the Parent shall grant and the Company shall acquire - exclusive rights to administer and exercise the Fishing Rights. The Lease shall authorise the Company to promote the Fishing Rights for the benefit of its angling members in the fresh waters which are referred to in the Fishing Rights – according to its Bylaws, The Lease may mean one or more leases
- d)** The Member means Merthyr Tydfil Angling Association which is also referred to as the Parent. Member means member as defined in the Companies Act 2006
- e)** The Angling Members are (in that capacity - the angling members of the Company who shall have joined the Company to engage in the sport of angling. The Angling Members are by virtue of their membership of the Company – Members (as defined in the Companies Act 2006) of the Parent
- f)** The Bylaws mean the bylaws which shall have been adopted by the Company and the Subsidiary and which shall prescribe the conduct and the rules of fishing and other related matters.
- g)** The references to Officers in the Bylaws mean Angling Members who shall have been appointed to perform specific duties. They shall not be Directors by virtue of their appointment as Officers – but may be appointed to act as Director and Officer

OBJECTS

3) The objects of the Company shall be:

- a)** The promotion of the sport of angling on an amateur and non profit making basis. The Company shall procure that the Parent shall be the sole Member

of the Company and the Company shall be its sole subsidiary in accordance with these Articles of Association

- b)** The Primary Activity of the Company shall be the promotion of the Fishing Rights under the Lease - And of the sport of angling – free of any kind of discrimination and any kind of restriction as to membership.
- c)** To promote and manage the Fishing Rights for the benefit of its Angling Members in accordance with the Bylaws. The Company shall not have any power to acquire any Fishing Rights or any real property interests as owner or leaseholder

MEMBER - LIABILITY OF MEMBER

- 4) The Sole Member of the Company shall be Merthyr Tydfil Angling Association.
- 5) Membership shall not be transferable
- 6) The liability of the Member will be limited to £1 being the amount that it shall undertake to contribute to the assets of the Company if the Company shall be wound up while it shall be a Member or within one year after it shall cease to be a Member. The guaranteed payment shall be applied towards:-
 - a)** payment of the Company's debts and liabilities contracted before he or she ceases to be a Member;
 - b)** the payment of the costs, charges and expenses of winding up, and
 - c)** adjustment of the rights of the contributories among themselves.

ANGLING MEMBERS

- 7) No person shall become an Angling Member unless:
 - i) that person has completed an approved application for angling membership of the Company in an approved application form
 - ii) The approved application form shall include the Members written consent to his or her admission as a Member of the Parent; and
 - iii) The application shall have been approved by the Company by its issue to the Angling Member of a membership card; and
 - iv) The Angling Member shall have made a written undertaking to comply with the Bylaws and shall have been issued with an individual fishing licence.
- 8) An effect of the approval or renewal of membership as Angling Member shall be his or her admission as a Member of the Parent in accordance with its Articles of Association of the Company and the Bylaws
- 7) Honorary membership and honorary season fishing licences may be granted by the Directors to any person who in the opinion of the Directors has provided a valuable service to the Company.
- 8) The Company shall apply a strict policy at all times which shall prohibit any kind of discrimination or unfair and improper treatment in relation to all aspects of Angling Membership
- 9) The Company shall carry on an open door policy as to membership. The Company shall make all reasonable endeavours to ensure that every person who has a genuine desire to become an Angling Member and to participate in the sport of angling shall be encouraged and supported as far as the Company shall be able to do so. Angling Members shall be entitled to all rights and benefits of the Fishing

Rights without restriction in accordance with the Bylaws. Membership of an Angling Member shall not be transferable

- 10) Angling Membership shall be for a prescribed annual period. Membership of any Angling Member shall commence upon the approval of his or her membership and shall end by written resignation or under any relevant provision in the Bylaws or at the conclusion of the then current membership period. If any Angling Membership shall be renewed at the conclusion of any annual period it shall be as if the membership had not ceased.
- 11) The approval or renewal of membership as Angling Member shall include his or her consent to be as a Member of the Parent

THE LEASE

- 12) The Company and the Parent shall complete the Lease as soon as shall be practical after the adoption of these Articles of Association or – as the case may be after any acquisition of Fishing Rights by the Parent
- 13) The Lease shall entitle the Company to exclusive rights to exercise the Fishing Rights

DIRECTORS

- 14) The Company and the Directors shall procure that the Objects policies and aims of the Company and the Parent shall always be unified and similar in every way. It shall be the duty of the Company and the Directors and the Parent (as sole Member) to procure and ensure:
 - a) that this shall be maintained;
 - b) that the Directors of the Company and of the Parent shall be the same at all times;
 - c) that the First Directors of the Company shall be the Directors of the Parent who shall be in office at the time of the incorporation of the Company and the adoption of the Articles of Association;
 - d) that every appointment and termination of any appointment of a Director of the Parent shall be deemed to be the approval of the same appointment or termination of the appointment of the Director of the Company
 - e) that any removal of a Director of the Company in accordance with the Companies Act 2006 shall be deemed to be the disqualification of the Director to act as a Director of the Parent
 - f) that all Directors of the Company shall retire at every Annual General Meeting and shall be eligible for re-election. The Parent Company (as sole Member) shall procure the approval of any re-election – appointment and termination which shall be approved by the Parent at its Annual General Meeting. The related provisions in the Articles of Association of the Parent shall apply
- 15) The Parent (as sole Member of the Company) shall procure that notice shall be given immediately to the Parent - of all or any appointments and terminations of Directors of the Company to ensure the required conformity between directorships of the Parent and Subsidiary. Any person who is willing to act as a Director and is permitted by law to do so may be appointed to be a Director. An overriding requirement shall be that the Company shall ensure that every Director must at all times be a fit and proper person. The minimum standards of any fit and proper person shall be those which Charity Trustees are expected to meet and in

accordance with any relevant HM Revenue and Customs guidance.

16) The minimum number of Directors shall be five (5) and there shall be no prescribed maximum number of Directors. The Directors - at their discretion may appoint Directors to fulfil prescribed duties. If the number of Directors in office shall be less than any prescribed minimum number of Directors at any time – the continuing Director or Directors may act – only - to appoint a Director or Directors to ensure compliance with this Clause as to the minimum number of acting Directors

17) Subject to the Act and to any direction of the Company by special resolution the Directors shall be responsible for the management of the Company's activities for which purpose they may exercise all the powers of the Company on its behalf except those which are reserved to the Company by these Articles of Association or by the Act

a) Appointment

- i) The First Directors of the Company shall be the Directors of the Parent who shall be in office at the time of the incorporation of the Company and the adoption of the Articles of Association;
- ii) Subsequent appointments of Directors shall be in accordance with Clause 14) above

b) Cessation of Office

- i) The office of any Director shall cease:
 - (1) If removed in accordance with the Act ;
 - (2) if he or she shall be prohibited from being a Director by law; or
 - (3) if the Director shall deliver his or her written resignation as Director to the Company. Any such written resignation shall take effect on the date prescribed in the written notice; or
 - (4) If the Director shall breach the statutory duty including a duty to avoid a conflict of interest which (in the opinion of the Directors) cannot be remedied or has material consequences for the Company
 - (5) If the Director - in the reasonable opinion of the Directors – is deemed not to be a fit and proper person;
 - (6) If the Director shall have failed for more than 6 months to attend Directors' meetings - And - if the Directors resolve that the office should – in the interests of the Company – be vacated
 - (7) if the Director shall have been convicted of any offence which the Directors reasonably believe shall be likely to harm the reputation of the Company
 - (8) If any Member who shall also be a Director at the time shall cease to be Member
 - (9) If any Director shall cease to be a Director of the Parent

DECISION MAKING (DIRECTORS)

18) The Directors may regulate their proceedings as they decide. The general rule about decision-making by Directors is that any resolution or decision of the Directors must be either a majority decision at a meeting or a unanimous decision

19) A unanimous decision may take the form of a resolution in writing copies of which have been signed by every Director

- 20) Any Director may call a Directors' meeting by giving or authorising notice of the meeting to be given to the Directors. Notice of any Directors' meeting which need not be in writing must be given to every Director
- 21) No proposal is to be voted at a Directors meeting unless a quorum is participating throughout the meeting except a proposal to call another meeting. The quorum for Directors' meetings shall be five unless the Company decides otherwise
- 22) If the total number of Directors for the time being is less than the quorum required or less than any prescribed minimum the Directors must not take any decision other than a decision to appoint a Director or further Directors or to call a general meeting so as to enable the Members to appoint further Directors.
- 23) The Directors may appoint a Director to chair their meetings on a continuing basis. The Directors may terminate the appointment at any time. If a chair man or woman has not been so appointed or not available within ten minutes of the time at which it was to start the participating Directors shall appoint one of themselves to chair it.
- 24) The Directors may invite others to attend meetings of the Directors to report or advise – but not to vote.
- 25) If the numbers of votes cast at any meeting of the Directors for and against a proposal motion or resolution are equal the Chair of the meeting shall not be entitled to a second or casting vote.
- 26) The power of the Directors to regulate their proceedings shall include (if duly approved by all the Directors) participation in meetings by conference telephone or any kind of communication or electronic communication so long as:
- a) proper and reasonable notice of the meeting and of the proposal to conduct it in accordance with the preceding Clause shall have been given to all persons who are entitled to attend meetings of Directors; and
 - b) written minutes of and the transcripts of all resolutions of the Directors at all meetings of Directors which shall be conducted in accordance with this Clause shall be certified in writing by all the participating Directors by electronic communication or otherwise to be correct. The reference to “resolutions” in this clause means any proposed resolution which to be valid requires proper certification in accordance with this Clause.
- 27) The date of any resolution passed at any meeting which may be held in accordance with the preceding Clause shall be when the transcript of the resolution shall be certified by the last Director to do so.

CONFLICT OF INTERESTS

- 28) Every Director is under a statutory duty to avoid actual or potential direct and indirect conflicts of interests which he or she may have or are likely or expected to have with those of the Company. Every Director has a duty to inform and make full written disclosure to the Company of the detailed nature of all such conflict situations. The Directors may authorize any disclosed conflict of interest so long as the Director shall not derive any financial benefit in his or her capacity as a Director of the Company - and so long as there are not – as a result – adverse consequences for the Company.

INDEMNITY

29) Every Director of the Company shall be indemnified out of the assets of the Company against any losses or liability of any kind which he or she may sustain or incur in or about the proper execution or discharge of his or hers office or duties as such. No Director shall be liable for any loss damage or mis-fortune which may happen to or be incurred by the Company in the execution or discharge of his or her duties. This indemnity and exemption shall not apply to any liability which may not lawfully be indemnified or exempted. The Directors may authorize the creation and maintenance of insurance at the expense of the Company for the benefit of the Directors in respect of any loss or liability which may be incurred by any of them in connection with the execution of his or her duties.

THE MEMBER'S DECISION MAKING

30) The Member has the sole right to receive notice of and to vote as Member on any matter which requires a resolution of the Company.

31) The Company shall hold an Annual General Meeting every year on the Second Wednesday in November. The business of the Annual General Meeting shall include the following :

- a) To receive the annual financial statements of the Company
- b) To receive the annual financial statements of the Subsidiary
- c) To approve the re-election - appointment and termination of Directors (as the case may be) as approved be the Parent. This shall be to ensure conformity of the Company with the directorships of the Parent
- d) To receive reports as prescribed by the Directors
- e) To prescribe all fees which shall be payable by the Angling Members to the Company
- f) To appoint or re-appoint an Accountant to act until the conclusion of the next Annual General Meeting
- g) To review the Bylaws and any recommendations for adoption or their modification which Directors or individual Members may have made to the Company. Any such recommendations will need to be received by the Company at least 28 days prior to any AGM – notice of which shall be included in the notice of the AGM.
- h) To consider any other business – which may be included in the notice of the Annual General Meeting – at the discretion of the Directors

32) The Angling Members may be invited to attend and speak (but not vote) at any General Meeting.

COMPANY SECRETARY

33) The Directors may approve the appointment of a Company Secretary. Any Company Secretary who shall be appointed shall be for such term and upon such conditions which the Directors shall decide. Any Company Secretary who shall be appointed may be removed by the Directors.

COMPANY SEAL

34) The Company need not have a company seal. If it does have a company seal any use of it shall be approved by the Directors and countersigned by two Directors or one director and the company secretary (if it has one).

INCOME AND PROPERTY – WINDING UP

- 35) The income and property of the Company shall be applied solely towards the promotion of its objects as a non profit making amateur angling organisation
- 36) No part of the income and property of the Company shall be paid or applied, directly or indirectly, by way of any distribution of any profit or capital of the Company by way of dividend, bonus or otherwise to the Member of the Company in that capacity.
- 37) The Directors of the Company shall not be paid any remuneration of any kind nor receive any kind of benefit for their services to the Company as Directors. But any Director may be paid for other services which he or she may provide for the Company which have no connection with and are clearly distinctive from the role of Director. Such services which may be provided must be with the prior approval of the Directors and the Member.
- 38) If upon the winding-up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities - any assets whatsoever - those assets shall be given or transferred to the Parent - to be applied towards the support and encouragement of the amateur sport of angling.

BYLAWS

- 39) The Company shall create and may amend the Bylaws from time to time. The Bylaws shall be binding on all Angling Members. The Directors may modify the Bylaws as reasonably necessary. If they shall do so any such modifications shall be reviewed by the Company when they may be ratified and adopted by the Company at its discretion
- 40) No rule shall be inconsistent with or shall affect or repeal anything contained in the Articles of Association of the Company. If any such rule shall be inconsistent then the Articles of Association shall prevail and the Directors shall ensure that the inconsistency in the Bylaws shall be eliminated.
- 41) The Bylaws relate to the conduct of angling which shall regulate:
 - a) The creation and structure membership and conduct of a management committee and the appointment of Officers to serve on the management committee.
 - b) Appointments and duties of management committee members
 - c) Management committee members shall not by virtue of their appointment be Directors of the Company. But Angling Members may act both as Director and members of the management committee
 - d) Periodic retirement and appointments of management committee members
 - e) Voting rights of Angling Members on Bylaws related matters
 - f) The conduct and rules of angling by Angling Members
 - g) Administration – Management matters
 - h) Angling Membership matters including joining – discipline – termination
 - i) Joining procedures. Form of application. Undertakings by the Angling Members to comply with the Bylaws
 - j) The issue – suspension and termination of fishing licences to Angling Members
 - k) Subscriptions and fees

- l) Conduct and frequency of meetings of Angling Members and of the management committee
- m) Bylaws related accounting matters
- n) Affiliations to other governing bodies – angling associations
- o) Other angling related matters which the Company may deem appropriate
- p) Matters relating to the appointment of any President and Vice President. Honorary membership and matters relating to honorary season fishing licences.
- q) Reporting to the Directors
- r) Other business which the Directors shall approve

THE COMPANY AND THE PARENT

- 42) The relationship between the Company and the Parent shall be preserved in accordance with the Articles of Association of the Company and of the Parent. The Company and the Parent (as its sole Member) shall - use all powers to ensure the implementation of policies of non discrimination and unrestricted membership as particularly prescribed in the Articles of Association. The Primary Activities of the Companies shall be their participation in and the promotion and the encouragement of participation in the amateur sport of angling on an amateur and non profit making basis. The Company shall be permitted to make gifts from time to time to the Parent at the discretion of the Directors. The gifts shall be applied towards the promotion of the Parent's Objects

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