

Company number SC543865

**The Companies Act 2006**

**Private Company Limited by Guarantee without Share Capital**

**Written Resolution**

of

**Angling Scotland Limited (the "Company")**

2017 (the "Circulation Date") **22/8/17**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the resolution below is passed as a special resolution ("**Special Resolution**"):

**Special Resolution**

That new articles of association in the form of the annexed draft be adopted in substitution for the existing articles of association of the Company.

**Agreement**

Please read the notes at the end of this document before signifying your agreement to the Special Resolution.

The undersigned, being the member entitled to vote on the above Special Resolution on the Circulation Date, hereby irrevocably agree to the Special Resolution.

Signed by

  
Subscribed by  
Director, for and on behalf of Scottish Anglers  
National Association Limited (company number  
SC295257)

Date: **22/08/17**

**Notes**

1. If you agree with the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- by hand: delivering the signed copy to The Directors, Angling Scotland Limited, National Game Angling Centre, The Pier, Loch Leven, Kinross, Perthshire, KY13 8UF; or
- post: returning the signed copy by post to The Directors, Angling Scotland Limited, National Game Angling Centre, The Pier, Loch Leven, Kinross, Perthshire, KY13 8UF.

If you do not agree to the Special Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

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2. Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
3. Unless by 28 days from the Circulation Date, sufficient agreement has been received for the Special Resolution to pass, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint membership, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing the document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**The Companies Act 2006**  
**Private Company Limited by Guarantee**  
**Articles of Association**  
**of**  
**Angling Scotland Limited (the "company")**

**1 Defined terms and interpretation**

**1.1** In the articles, unless the context requires otherwise:

**"address"** has the meaning given in section 1148 of the Companies Act 2006;

**"Appointment Cycle"** means, in respect of each director appointed pursuant to articles 4.2.1 to 4.2.3 (inclusive), a four year period which commences on the date of appointment of the relevant director and ends on the close of the first general meeting of the company which takes place following the end of that four year period;

**"articles"** means the company's articles of association;

**"bankruptcy"** includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy or sequestration;

**"chairperson"** has the meaning given in article 14;

**"chairperson of the meeting"** has the meaning given in article 31;

**"CIPS"** means the International Sport Fishing Confederation;

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

**"Conduct Party"** has the meaning given in article 28.6;

**"director"** means a director of the company, and includes any person occupying the position of director, by whatever name called;

**"Disrepute Notice"** has the meaning given in article 28.6;

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;

**"electronic form"** has the meaning given in section 1168 of the Companies Act 2006;

**"electronic means"** has the meaning given in section 1168 of the Companies Act 2006;

**"eligible director"** has the meaning given in article 10;

**"FIPS-ed"** means the International Fresh Water Sport Fishing Federation;

**"FIPS-M"** means the International Sea Sport Fishing Federation;

**"FIPS-Mouche"** means the International Fly Sport Fishing Federation;

**"hard copy form"** has the meaning given in section 1168 of the Companies Act 2006;

**"IAC"** means the International Angling Confederation;

**"ICSF"** means the International Casting Sport Fishing Federation;

**"instrument"** means a document in hard copy form;

**"member"** means a member of the company whose name is entered in the company's register of members;

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

**"participate"** in relation to a directors' meeting, has the meaning given in article 12;

**"proxy notice"** has the meaning given in article 38;

**"relevant officer"** means any person who is or was at any time a director, secretary or other officer (except an auditor) of the company or any undertaking in the same group as the company;

**"SANA"** means Scottish Anglers National Association Limited, a company incorporated and registered in Scotland (company number SC295257) and having its registered office at National Game Angling Centre, The Pier, Loch Leven, Kinross, Perthshire, KY13 8UF;

**"Servers"** has the meaning given in article 28.6;

**"SFCA"** means the Scottish Federation for Coarse Angling;

**"SFSA"** means the Scottish Federation of Sea Anglers;

**"special resolution"** has the meaning given in section 283 of the Companies Act 2006;

**"Sport"** means the competitive sport of angling in Scotland;

**"Sport Resolutions UK"** means Sports Dispute Resolution Panel Limited, a company incorporated in England & Wales (company number 03351039) and having its registered office at 1 Salisbury Square, London, EC4Y 8AE;

**"subsidiary"** has the meaning given in section 1159 of the Companies Act 2006; and

**"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.

- 1.2 The relevant model articles (within the meaning of section 20 of the Companies Act 2006) are excluded.
- 1.3 Unless the context otherwise requires, other words or expressions contained in the articles bear the same meaning as in the Companies Act 2006 as in force on the date when the articles become binding on the company.
- 1.4 Except where the contrary is stated or the context otherwise requires, any reference in the articles to a statute or statutory provision includes any order, regulation, instrument or other subordinate legislation made under it for the time being in force, and any reference to a statute, statutory provision, order, regulation, instrument or other subordinate legislation includes any amendment, extension, consolidation, re-enactment or replacement of it for the time being in force.

- 1.5 Words importing the singular number only include the plural and vice versa. Words importing the masculine gender include the feminine and neuter gender. Words importing persons include corporations.

## **2 Liability of members**

The liability of each member is limited to £1.00, being the amount that each member undertakes to contribute to the assets of the company in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:

- 2.1 payment of the company's debts and liabilities contracted before he ceases to be a member;
- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories among themselves.

### **3 Objects**

#### **3.1 The objects of the Company are as follows:**

- 3.1.1 to acquire the relevant administrative functions of each of SANA, SFCA and SFSA;
- 3.1.2 to act as the governing body for the Sport which is recognised as being eligible for investment by **sportscotland**;
- 3.1.3 to support the status of SANA, SFCA and SFSA as the governing bodies for the competitive sports of game angling, coarse angling and sea angling respectively;
- 3.1.4 to take over responsibility of the relevant administrative functions of each of SANA, SFCA and SFSA;
- 3.1.5 to support the continuing status and membership of SANA, SFCA and SFSA within CIPS, FIPS-ed, FIPS-M, FIPS-Mouche, IAC and/or ICSF (as the case may be);
- 3.1.6 to be responsible for strategic planning for the Sport;
- 3.1.7 to liaise with **sportscotland** in respect of all matters relating to the Sport including, without limitation, funding;
- 3.1.8 to manage funds available to the company in respect of the Sport;
- 3.1.9 to encourage participation in the Sport through the network of the company's members;
- 3.1.10 to support the training of participants in the Sport;
- 3.1.11 to support the management of regulations of the individual disciplines of the Sport;
- 3.1.12 to establish single codes of ethics, equality, inclusion and protection of vulnerable groups for the Sport;
- 3.1.13 to provide liability cover for all employees, committee members, officials and coaches participating in the Sport;
- 3.1.14 to educate coaches and leaders in the Sport; and
- 3.1.15 to develop a "pathway" into the Sport for the wider public in Scotland.

#### **3.2 The company shall have the power to do all lawful acts and things to further the foregoing objects. The objects in article 3.1 shall not be restrictively interpreted and the widest interpretation shall be given to them.**

#### **3.3 For the avoidance of doubt, the objects and operation of the company shall in no way restrict or inhibit:**

- 3.3.1 the continued representation of SANA, SFCA and SFSA at an international federation level (including, without limitation, through CIPS, FIPS-ed, FIPS-M, FIPS-Mouche, IAC and/or ICSF (as the case may be)); or
- 3.3.2 the rights of competition entry in international events for the individual or club members of SANA, SFCA and SFSA; or
- 3.3.3 the status of SANA, SFCA and SFSA through, without limitation, CIPS, FIPS-ed, FIPS-M, FIPS-Mouche, IAC and/or ICSF (as the case may be).

3.4 The following matters shall be reserved to the existing governing bodies of SANA, SFCA or SFSA (as the case may be):

3.4.1 the operation, organisation and facilitation of competition and championship structures, the selection of national teams, environmental lobbying in relation to the sport of game angling and the implementation and/or revocation of regulations, laws, rules, bye-laws, codes of conduct, disciplinary rule or any other rules and/or laws of any kind adopted in respect of the sport of game angling in Scotland, which shall be reserved to SANA;

3.4.2 the operation, organisation and facilitation of competition and championship structures, the selection of national teams, environmental lobbying in relation to the sport of coarse angling and the implementation and/or revocation of regulations, laws, rules, bye-laws, codes of conduct, disciplinary rule or any other rules and/or laws of any kind adopted in respect of the sport of coarse angling in Scotland, which shall be reserved to SFCA; and

3.4.3 the operation, organisation and facilitation of competition and championship structures, the selection of national teams, environmental lobbying in relation to the sport of sea angling and the implementation and/or revocation of regulations, laws, rules, bye-laws, codes of conduct, disciplinary rule or any other rules and/or laws of any kind adopted in respect of the sport of sea angling in Scotland, which shall be reserved to SFSA,

and, for the avoidance of doubt, the company's business shall not become involved in any of these reserved matters and any resolution of the members of the company in respect of any such reserved matter shall have no effect.

#### **4 Directors**

4.1 Subject to the articles, the directors are responsible for the management of the company's business, for which purpose they may exercise all the powers of the company.

4.2 Unless otherwise determined by ordinary resolution, the board of directors of the company shall include directors holding the following positions:

4.2.1 an executive independent chairperson;

4.2.2 an executive director with such folio of responsibilities as determined by the board of directors of the company from time to time;

4.2.3 an executive director with such folio of responsibilities as determined by the board of directors of the company from time to time;

4.2.4 an executive director appointed by SANA;

4.2.5 an executive director appointed by SFCA; and

4.2.6 an executive director appointed by SFSA.

4.3 The directors appointed pursuant to articles 4.2.4 to 4.2.6 (inclusive) shall be the chairperson of SANA, SFCA and SFSA respectively. If any such chairperson is unable or unwilling to become a director of the company, then SANA, SFCA or SFSA (as the case may be) shall nominate an alternate member of its board or management committee to act as a director of the company on their behalf.

4.4 In recruiting the directors to be appointed pursuant to articles 4.2.1 to 4.2.3 (inclusive), the board of directors should have regard to any requirements for specialist knowledge and maintaining a proper skills, knowledge and representation balance on the board of directors of the company.

- 4.5 Each of the directors to be appointed pursuant to articles 4.2.1 to 4.2.3 (inclusive) shall serve a regular term that represents an Appointment Cycle. A director may be considered for reappointment or a new appointment at the end of an Appointment Cycle. Where a director is not, or is not eligible to be, considered for such reappointment or a new appointment he shall retire at the end of such Appointment Cycle. No director appointed pursuant to articles 4.2.1 to 4.2.6 (inclusive) shall be entitled to serve as a director for a continuous period extending beyond the end of the second consecutive Appointment Cycle applicable to that director after the original date of their appointment. As such, all directors appointed pursuant to articles 4.2.1 to 4.2.6 (inclusive) shall retire at the close of the first general meeting of the company following the end of the second consecutive Appointment Cycle applicable to that director. Following such retirement, such a director shall not be eligible to be appointed, elected or co-opted as a director until a period of 12 months has elapsed since such retirement.

## **5 Power to change the company's name**

The directors may from time to time change the name of the company to any name considered by the directors to be advantageous, expedient or otherwise desirable.

## **6 Members' reserve power**

- 6.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 6.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

## **7 Directors may delegate**

- 7.1 Subject to the articles, the directors may delegate any of the powers which are conferred on them under the articles:

- 7.1.1 to such person or committee;
- 7.1.2 by such means (including by power of attorney);
- 7.1.3 to such an extent;
- 7.1.4 in relation to such matters or territories; and
- 7.1.5 on such terms and conditions,

as they think fit. The power to delegate shall be effective in relation to the powers, authorities and discretions of the directors generally and shall not be limited by the fact that in certain of the articles, but not in others, express reference is made to particular powers, authorities or discretions being exercised by the directors or by a committee authorised by the directors.

- 7.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 7.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **8 Committees**

- 8.1 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.





- 8.2 A member of a committee need not be a director.
- 8.3 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.
- 9 Directors to take decisions collectively**
- 9.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with article 10.
- 9.2 If:
- 9.2.1 the company only has one director; and
- 9.2.2 no provision of the articles requires it to have more than one director,
- the general rule does not apply, and the director may take decisions without regard to any of the provisions of the articles relating to directors' decision-making.
- 10 Unanimous decisions**
- 10.1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter.
- 10.2 Such a decision may take the form of a resolution in writing signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.
- 10.3 References in the articles to "**eligible directors**" are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of that particular matter).
- 10.4 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting.
- 11 Calling a directors' meeting**
- 11.1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
- 11.2.1 its proposed date and time;
- 11.2.2 where it is to take place; and
- 11.2.3 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.
- 11.3 Notice of a directors' meeting need not be in writing and must be given to each director provided that, if a director is absent (whether habitually or temporarily) from the United Kingdom, the company has an address for sending or receiving documents or information by electronic means to or from that director outside the United Kingdom.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the company not more than seven

days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **12 Participation in directors' meetings**

12.1 Subject to the articles, directors participate in a directors' meeting, or part of a directors' meeting, when

12.1.1 the meeting has been called and takes place in accordance with the articles, and

12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

12.3 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.

## **13 Quorum for directors' meetings**

13.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

13.2 The quorum for directors' meetings is four provided that it is an absolute requirement that the chairperson and each of the directors appointed by SANA, SFCA and SFSA are present.

13.3 For the purposes of any meeting held pursuant to article 17 to authorise a director's conflict, if there is less than four directors besides the director concerned and directors with a similar interest, the quorum shall be that number of directors besides the director concerned and directors with a similar interest.

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

13.4.1 to appoint further directors; or

13.4.2 to call a general meeting so as to enable the members to appoint further directors.

## **14 Chairing of directors' meetings**

14.1 The directors shall appoint the executive independent chairperson to chair their meetings.

14.2 The person so appointed for the time being is known as the chairperson.

14.3 If no director has been appointed chairperson, or the chairperson is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

## **15 Casting vote**

15.1 If the numbers of votes for and against a proposal are equal, the chairperson or other director chairing the meeting has a casting vote.

15.2 Notwithstanding the provisions of article 15.1, the casting vote does not apply if, in accordance with the articles, the chairperson or other director chairing the meeting is not to be counted as participating in the decision-making process for quorum or voting purposes.

## **16 Directors' interests**

Except to the extent that article 17 applies or the terms of any authority given under that article otherwise provide, and without prejudice to such disclosure as is required under the Companies Act 2006, a director may be a party to, or otherwise interested in, any transaction or arrangement with the company and shall be entitled to participate in the decision-making process for quorum and voting purposes on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty that conflicts or may conflict with the interests of the company.

## **17 Directors' conflicts of interest**

17.1 Subject to the provisions of the Companies Act 2006 and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may, notwithstanding his office or that, without the authorisation conferred by this article 17.1, he would or might be in breach of his duty under the Companies Act 2006 to avoid conflicts of interest, be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any undertaking in the same group as the company, or promoted by the company or by any undertaking in the same group as the company, or in which the company or any undertaking in the same group as the company is otherwise interested.

17.2 No director shall:

17.2.1 by reason of his office, be accountable to the company for any benefit which he derives from any office or employment, or from any transaction or arrangement, or from any interest in any undertaking, that is authorised under article 17.1 (and no such benefit shall constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties, and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit);

17.2.2 be in breach of his duties as a director by reason only of his excluding himself from the receipt of information, or from participation in decision-making or discussion (whether at meetings of the directors or otherwise), that will or may relate to any office, employment, transaction, arrangement or interest that is authorised under article 17.1; or

17.2.3 be required to disclose to the company, or use in relation to the company's affairs, any confidential information obtained by him in connection with any office, employment, transaction, arrangement or interest that is authorised under article 17.1 if his doing so would result in a breach of a duty or an obligation of confidence owed by him in that connection.

17.3 A general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified; and an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

17.4 The directors may, if the quorum and voting requirements set out below are satisfied, authorise any matter that would otherwise involve a director breaching his duty under the Companies Act 2006 to avoid conflicts of interest, and any director (including the director concerned) may propose that the director concerned be authorised in relation to any matter the subject of such a conflict provided that:

17.4.1 such proposal and any authority given by the directors shall be effected in the same way that any other matter may be proposed to and resolved upon by the directors under the provisions of the articles, except that the director concerned and any other director with a similar interest:

- 17.4.1.1 shall not be counted for quorum purposes as participating in the decision-making process while the conflict is under consideration;
  - 17.4.1.2 may, if the other directors so decide, be excluded from participating in the decision-making process while the conflict is under consideration; and
  - 17.4.1.3 shall not vote on any resolution authorising the conflict except that, if any such director does vote, the resolution will still be valid if it would have been agreed to if his votes had not been counted; and
- 17.4.2 where the directors give authority in relation to such a conflict:
- 17.4.2.1 they may (whether at the time of giving the authority or at any time or times subsequently) impose such terms upon the director concerned and any other director with a similar interest as they may determine, including, without limitation, the exclusion of that director and any other director with a similar interest from the receipt of information, or participation in any decision-making or discussion (whether at meetings of the directors or otherwise) related to the conflict;
  - 17.4.2.2 the director concerned and any other director with a similar interest will be obliged to conduct himself in accordance with any terms imposed from time to time by the directors in relation to the conflict but will not be in breach of his duties as a director by reason of his doing so;
  - 17.4.2.3 the authority may provide that, where the director concerned and any other director with a similar interest obtains information that is confidential to a third party, the director will not be obliged to disclose that information to the company, or to use the information in relation to the company's affairs, where to do so would amount to a breach of that confidence;
  - 17.4.2.4 the authority may also provide that the director concerned or any other director with a similar interest shall not be accountable to the company for any benefit that he receives as a result of the conflict;
  - 17.4.2.5 the receipt by the director concerned or any other director with a similar interest of any remuneration or benefit as a result of the conflict shall not constitute a breach of the duty under the Companies Act 2006 not to accept benefits from third parties;
  - 17.4.2.6 the terms of the authority shall be recorded in writing (but the authority shall be effective whether or not the terms are so recorded); and
  - 17.4.2.7 the directors may withdraw such authority at any time.
- 17.5 Subject to article 17.6, 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 chairperson, whose ruling in relation to any director other than the chairperson is to be final and conclusive.
- 17.6 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairperson, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairperson is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **18 Records of decisions to be kept**

The directors must ensure that the company keeps a record, in hard copy form, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

## **19 Directors' discretion to make further rules**

Subject to the articles, the directors 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.

## **20 Methods of appointing directors**

20.1 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:

20.1.1 by ordinary resolution, or

20.1.2 by a decision of the directors.

20.2 If the company has no directors and, by virtue of death or bankruptcy, no member is capable of acting, the transmittee of the last member to have died or to have had a bankruptcy order made against him has the right, by notice in writing, to appoint a person to be a director.

20.3 For the purposes of article 20.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

## **21 Termination of director's appointment**

A person ceases to be a director as soon as:

21.1 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;

21.2 a bankruptcy order is made against that person;

21.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

21.4 he becomes, in the opinion of all his co-directors, physically or mentally incapable of discharging his duties as a director;

21.5 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;

21.6 he is otherwise duly removed from office; or

21.7 in the case directors appointed pursuant to articles 4.2.6 to 4.2.8 (inclusive), they cease to be the chairperson of SANA, SFCA and SFSA (as the case may be) or cease to be a member of the board or management committee of SANA, SFCA and SFSA (as the case may be).

## **22 Directors' remuneration**

22.1 Directors may undertake any services for the company that the directors decide.

22.2 Directors are entitled to such remuneration as the directors determine:

- 22.2.1 for their services to the company as directors, and
- 22.2.2 for any other service which they undertake for the company.
- 22.3 Subject to the articles, a director's remuneration may:
  - 22.3.1 take any form, and
  - 22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

## **23 Directors' expenses**

The company may pay any reasonable expenses which the directors (and any alternate directors or company secretary) properly incur in connection with their attendance at:

- 23.1 meetings of directors or committees of directors,
  - 23.2 general meetings, or
  - 23.3 separate meetings of the holders of debentures of the company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the company.

## **24 Appointment and removal of alternate directors**

- 24.1 Any director may appoint as an alternate any other director, or any other person, to:
  - 24.1.1 exercise that director's powers; and
  - 24.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.
- 24.2 Any appointment or removal of an alternate must identify the proposed alternate and be effected by notice in writing to the company signed by his appointor, or in any other manner approved by the directors.

## **25 Rights and responsibilities of alternate directors**

- 25.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 25.2 Except as the articles specify otherwise, alternate directors:
  - 25.2.1 are deemed for all purposes to be directors;
  - 25.2.2 are liable for their own acts and omissions;
  - 25.2.3 are subject to the same restrictions as their appointors; and
  - 25.2.4 are not deemed to be agents of or for their appointors

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

- 25.3 A person who is an alternate director but not a director:
- 25.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating);
  - 25.3.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate); and
  - 25.3.3 shall not be counted as more than one director for the purposes of articles 25.3.1 and 25.3.2.
- 25.4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present.
- 25.5 An alternate director is not entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company.

## **26 Termination of alternate directorship**

An alternate director's appointment as an alternate terminates:

- 26.1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate;
- 26.2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- 26.3 on the death of the alternate's appointor;
- 26.4 when the alternate's appointor's appointment as a director terminates; or
- 26.5 when the alternate is removed in accordance with the articles.

## **27 Applications for membership**

- 27.1 No person shall become a member of the company unless:
- 27.1.1 that person is SANA, SFCA or SFSA, or
  - 27.1.2 that person is an individual or club member of SANA, SFCA and/or SFSA; or
  - 27.1.3 that person meets the criteria established by the directors for an additional class of member of the company, such additional class of member having been approved by SANA, SFCA and SFSA by way of special resolution.
- 27.2 Membership subscription fees for the company in respect of the individual or club members of SANA, SFCA and/or SFSA shall be satisfied by way of payment of the respective member's subscription fees for SANA, SFCA and/or SFSA.

## 28 Termination of membership

- 28.1 A member may withdraw from membership of the company by giving notice to the company in writing. If the member withdrawing from membership is SANA, SFCA or SFSA, then all of the individual or club members or SANA, SFCA or SFSA (as the case may be) shall also be deemed to have withdrawn from membership of the company. Subject to article 28.2 below, the date of termination of membership shall be the date falling 7 days after the date the company receives the notice of withdrawal of membership.
- 28.2 If the member withdrawing from membership is SANA, SFCA or SFSA, then the date upon which that member, and all of the individual or club members or SANA, SFCA or SFSA (as the case may be), shall be deemed to have terminated their membership, shall be determined by such of SANA, SFCA or SFSA (as the case may be) who are continuing their membership of the company who shall communicate their decision on such date to the withdrawing members in writing. The date of termination of membership shall be not earlier than the date falling three months after the date the company receives the notice of withdrawal of membership and not later than the first anniversary of the date the company receives the notice of withdrawal of membership.
- 28.3 Membership of the company is not transferable.
- 28.4 A person's membership of the company terminates when that person dies, ceases to exist or ceases to be an individual or club member of SANA, SFCA and/or SFSA (as the case may be). A person's membership of the company shall be suspended when that person's membership of SANA, SFCA and/or SFSA (as the case may be) is suspended, and such membership of the company shall be reinstated if and when that person's membership of SANA, SFCA and/or SFSA (as the case may be) is reinstated.
- 28.5 A person's membership of the company shall be suspended for as long as the relevant member's subscription fees for SANA, SFCA and/or SFSA (as the case may be) for the current year remain unpaid.
- 28.6 In the event that any two of SANA, SFCA and/or SFSA (as the case may be) (the "**Servers**") have formed the view that SANA, SFCA and/or SFSA (as the case may be) (the "**Conduct Party**") has conducted itself in such a way as to bring the company into disrepute, then the Servers shall be entitled to serve a notice (the "**Disrepute Notice**") on the Conduct Party confirming that the Servers are of the view that the Conduct Party has conducted itself in such a way as to bring the company into disrepute.
- 28.7 Upon a Disrepute Notice being served, the Servers and the Conduct Party shall refer the matter to Sport Resolutions UK. Sport Resolutions UK will be required to prepare a written decision and give notice (including a copy) of the decision to the Servers and the Conduct Party. Sport Resolutions UK shall use all reasonable endeavours to reach its conclusions within 42 days of the reference being made to it.
- 28.8 The Servers and the Conduct Party are each entitled to make written submissions to Sport Resolutions UK and shall provide (or procure that others including the company provide) Sport Resolutions UK with such information, assistance and documents as Sport Resolutions UK reasonably requires for the purpose of reaching a decision, subject to Sport Resolutions UK agreeing to give such confidentiality undertakings as the Servers and/or the Conduct Party may reasonably require.
- 28.9 The Servers and the Conduct Party shall with reasonable promptness supply (and procure that others, including the company, supply) each other with all information and give each other access to all documentation and personnel as the other reasonably requires to make a submission under article 28.8 above.
- 28.10 The fees of Sport Resolutions UK shall be borne equally by the Servers on the one hand and the Conduct Party on the other hand or as Sport Resolutions UK may otherwise direct in the case that the position of one party deviates markedly from the other as a result of the





determination, in its absolute discretion, by Sport Resolutions UK but in any event shall not be borne in whole or in part by the company unless the Servers and the Conduct Party otherwise agree in writing.

- 28.11 Sport Resolutions UK shall be deemed to be acting as an expert and not as an arbiter or an arbitrator and its determination as to the matter(s) referred to it shall be final and binding on the Servers and the Conduct Party save in the case of manifest error or fraud.
- 28.12 If Sport Resolutions UK resolves that the Conduct Party has brought the company into disrepute, then the Conduct Party shall be deemed to have given notice to withdraw from membership of the company in accordance with article 28.1.

## **29 Attendance and speaking at general meetings**

- 29.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 29.2 A person is able to exercise the right to vote at a general meeting when:
  - 29.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 29.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 29.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 29.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 29.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

## **30 Quorum for general meetings**

No business other than the appointment of the chairperson of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

## **31 Chairing general meetings**

- 31.1 If the directors have appointed a chairperson, the chairperson shall chair general meetings if present and willing to do so.
- 31.2 If the directors have not appointed a chairperson, or if the chairperson is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
  - 31.2.1 the directors present, or
  - 31.2.2 (if no directors are present), the meeting,must appoint a director or member to chair the meeting, and the appointment of the chairperson of the meeting must be the first business of the meeting.

- 31.3 The person chairing a meeting in accordance with this article is referred to as 'the chairperson of the meeting'.

**32 Attendance and speaking by directors and non-members**

- 32.1 Directors may attend and speak at general meetings, whether or not they are members.

- 32.2 The chairperson of the meeting may permit other persons who are not:

32.2.1 members, or

32.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

**33 Adjournment**

- 33.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, if the meeting was convened by the members, the meeting shall be dissolved and, in any other case, the chairperson of the meeting must adjourn it. If at the adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, the members present shall constitute a quorum.

- 33.2 The chairperson of the meeting may adjourn a general meeting at which a quorum is present if:

33.2.1 the meeting consents to an adjournment, or

33.2.2 it appears to the chairperson of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 33.3 The chairperson of the meeting must adjourn a general meeting if directed to do so by the meeting.

- 33.4 When adjourning a general meeting, the chairperson of the meeting must:

33.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and

33.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.

- 33.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):

33.5.1 to the same persons to whom notice of the company's general meetings is required to be given, and

33.5.2 containing the same information which such notice is required to contain.

- 33.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

### **34 Voting: general**

- 34.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 34.2 Only SANA, SFCA and SFSA shall have one vote each in respect of any resolution on a show of hands, on a poll on a resolution or pursuant to a written resolution.
- 34.3 The individual or club members of SANA, SFCA and/or SFSA shall be entitled to receive notice of, attend and speak at general meetings of the company but shall have no voting rights in respect of any resolutions.
- 34.4 Any member of the company forming part of an additional class of member of the company, such additional class of member having been approved by SANA, SFCA and SFSA by way of special resolution, shall be entitled to receive notice of, attend and speak at general meetings of the company and shall have such voting rights as are permitted by SANA, SFCA and SFSA by way of special resolution.

### **35 Variation of class rights**

- 35.1 Subject to the provisions of the Companies Act 2006, the rights attached to any class of member may be varied, either while the Company is a going concern or during or in contemplation of a winding up, with the sanction of a special resolution passed at a separate meeting of the members of the relevant class, except that the necessary quorum at any meeting other than an adjourned meeting shall be a person or persons together representing in person or by proxy at least one-third of the relevant class of members.
- 35.2 Unless otherwise expressly provided by these articles, the rights attaching to SANA's membership of the company shall be deemed to be varied by the company in respect of any matter being raised at a meeting of the board of directors or at a general meeting of the company which relates to the discipline of game angling.
- 35.3 Unless otherwise expressly provided by these articles, the rights attaching to SFCA's membership of the company shall be deemed to be varied by the company in respect of any matter being raised at a meeting of the board of directors or at a general meeting of the company which relates to the discipline of coarse angling.
- 35.4 Unless otherwise expressly provided by these articles, the rights attaching to SFSA's membership of the company shall be deemed to be varied by the company in respect of any matter being raised at a meeting of the board of directors or at a general meeting of the company which relates to the discipline of sea angling.

### **36 Errors and disputes**

- 36.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 36.2 Any such objection must be referred to the chairperson of the meeting, whose decision is final.

### **37 Poll votes**

- 37.1 A poll on a resolution may be demanded:
- 37.1.1 in advance of the general meeting where it is to be put to the vote, or
- 37.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

- 37.2 A poll on a resolution may be demanded by:
- 37.2.1 the chairperson of the meeting;
  - 37.2.2 the directors;
  - 37.2.3 any qualifying person (as defined in section 318 of the Companies Act 2006) present and entitled to vote on the resolution.
- 37.3 A demand for a poll may be withdrawn if:
- 37.3.1 the poll has not yet been taken, and
  - 37.3.2 the chairperson of the meeting consents to the withdrawal.
- 37.4 A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
- 37.5 Polls must be taken immediately and in such manner as the chairperson of the meeting directs.
- 38 Content of proxy notices**
- 38.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- 38.1.1 states the name and address of the member appointing the proxy;
  - 38.1.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - 38.1.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - 38.1.4 is delivered to the company in accordance with the articles not less than 48 hours before the time appointed for holding the general meeting in relation to which the proxy is appointed and in accordance with any instructions contained in the notice of the general meeting to which they relate (but notwithstanding this an appointment of a proxy may be accepted by the directors at any time prior to the meeting at which the person named in the appointment proposes to vote (or, where a poll is demanded at the meeting, but not taken forthwith, at any time prior to the taking of the poll)).
- 38.2 The company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 38.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions, but the company shall not be obliged to ascertain that any proxy has complied with those or any other instructions given by the appointor and no decision on any resolution shall be vitiated by reason only that any proxy has not done so.
- 38.4 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, except that if the proxy has been duly appointed by more than one member entitled to vote on the resolution and:
- 38.4.1 has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it, or

- 38.4.2 has been instructed to vote the same way (either for or against) on the resolution by all of those members except those who have given the proxy discretion as to how to vote on the resolution

the proxy is entitled to one vote for and one vote against the resolution.

- 38.5 Unless a proxy notice indicates otherwise, it must be treated as:

- 38.5.1 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
- 38.5.2 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.

### **39 Delivery of proxy notices**

- 39.1 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 company by or on behalf of that person.
- 39.2 An appointment under a proxy notice may be revoked by delivering to the company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 39.3 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.
- 39.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

### **40 Amendments to resolutions**

- 40.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 40.1.1 notice of the proposed amendment is given to the company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairperson of the meeting may determine), and
- 40.1.2 the proposed amendment does not, in the reasonable opinion of the chairperson of the meeting, materially alter the scope of the resolution.
- 40.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 40.2.1 the chairperson of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
- 40.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 40.3 If the chairperson of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairperson's error does not invalidate the vote on that resolution.



#### **41 Means of communication to be used**

- 41.1 Subject to the articles, anything sent or supplied by or to the company under the articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the company.
- 41.2 Except insofar as the Companies Acts require otherwise, the company shall not be obliged to accept any notice, document or other information sent or supplied to the company in electronic form unless it satisfies such stipulations, conditions or restrictions (including, without limitation, for the purpose of authentication) as the directors think fit, and the company shall be entitled to require any such notice, document or information to be sent or supplied in hard copy form instead.
- 41.3 In the case of a member that is a corporation, for all purposes, including the execution of any appointment of proxy, resolution in writing, notice or other document (including anything sent or supplied in electronic form) executed or approved pursuant to any provision of the articles, execution by any director or the secretary of that corporation or any other person who appears to any officer of the company (acting reasonably and in good faith) to have been duly authorised to execute shall be deemed to be and shall be accepted as execution by that corporation.
- 41.4 A member whose registered address is not within the United Kingdom and who notifies the company of an address within the United Kingdom at which notices, documents or other information may be served on or delivered to him shall be entitled to have such things served on or delivered to him at that address (in the manner referred to above), but otherwise no such member shall be entitled to receive any notice, document or other information from the company. If the address is that member's address for sending or receiving documents or information by electronic means the directors may at any time without prior notice (and whether or not the company has previously sent or supplied any documents or information in electronic form to that address) refuse to send or supply any documents or information to that address.
- 41.5 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 41.6 A director may agree with the company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

#### **42 Deemed delivery of documents and information**

- 42.1 Any document or information sent or supplied by the company shall be deemed to have been received by the intended recipient:
- 42.1.1 where the document or information is properly addressed and sent by first class post or other delivery service to an address in the United Kingdom, on the day (whether or not it is a working day) following the day (whether or not it is a working day) on which it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;
- 42.1.2 where (without prejudice to article 42.1.4) the document or information is properly addressed and sent by post or other delivery service to an address outside the United Kingdom, five working days after it was put in the post or given to the delivery agent and, in proving that it was duly sent, it shall be sufficient to prove

that the document or information was properly addressed, prepaid and put in the post or duly given to the delivery agent;

- 42.1.3 where the document or information is not sent by post or other delivery service but delivered personally or left at the intended recipient's address, on the day (whether or not a working day) and time that it was sent;
- 42.1.4 where the document or information is properly addressed and sent or supplied by electronic means, on the day (whether or not a working day) and time that it was sent and proof that it was sent in accordance with guidance issued by ICSA: The Governance Institute shall be conclusive evidence that it was sent;
- 42.1.5 where the document or information is sent or supplied by means of a website, when the material was first made available on the website or (if later) when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

#### **43 Company seals**

- 43.1 Any common seal may only be used by the authority of the directors.
- 43.2 The directors may decide by what means and in what form any common seal is to be used.
- 43.3 Unless otherwise decided by the directors, if the company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.
- 43.4 For the purposes of this article, an authorised person is:
  - 43.4.1 any director of the company;
  - 43.4.2 the company secretary (if any); or
  - 43.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

#### **44 No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the company, no person is entitled to inspect any of the company's accounting or other records or documents merely by virtue of being a member.

#### **45 Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### **46 Secretary**

Subject to the Companies Act 2006, the directors may appoint a company secretary (or two or more persons as joint secretary) for such term, at such remuneration and upon such conditions as the directors may think fit; and any company secretary (or joint secretary) so appointed may be removed by the directors. The directors may also from time to time appoint on such terms as they think fit, and remove, one or more assistant or deputy secretaries.



## **47 Indemnity**

47.1 Subject to article 47.2 (but without prejudice to any indemnity which a relevant officer is otherwise entitled):

47.1.1 a relevant officer may be indemnified out of the company's assets to whatever extent the directors may determine against:

47.1.1.1 any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the company or any undertaking in the same group as the company;

47.1.1.2 any liability incurred by that officer in connection with the activities of the company or a group undertaking in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006);

47.1.1.3 any other liability incurred by that officer as an officer of the company or any undertaking in the same group as the company; and

47.1.2 the company may, to whatever extent the directors may determine, provide funds to meet expenditure incurred or to be incurred by a relevant officer in defending any criminal or civil proceedings in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the company or any undertaking in the same group as the company, or any investigation, or action proposed to be taken, by a regulatory authority in that connection, or for the purposes of an application for relief, or in order to enable the relevant officer to avoid incurring such expenditure.

47.2 This article does not authorise any indemnity that would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

## **48 Insurance**

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

48.2 In this article, a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the company, any undertaking in the same group as the company or any pension fund or employees' share scheme of the company or any undertaking in the same group as the company.

