

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY GUARANTEE**  
**MEMORANDUM OF ASSOCIATION**  
**OF**  
**ANGLING TRUST LIMITED**

1. The Company's name is Angling Trust Limited (and in this document it is called the **Company**).
2. The Company's registered office is to be situated in England.
3. The Company's objects (the "**Objects**") are:
  - 3.1 to promote and protect all forms of angling for the public good;
  - 3.2 to raise awareness of angling rights issues;
  - 3.3 to promote public support for angling rights;
  - 3.4 to promote the conservation, development and improvement of freshwater and marine environments and the development of sustainable fisheries;
  - 3.5 to represent all angling interests at local, national and international level;
  - 3.6 to promote research into the factors affecting the freshwater and marine environment and fisheries;
  - 3.7 to advance public education relating to angling, the conservation of aquatic environments and fisheries and training in water safety;
  - 3.8 to organise and manage national and international competitions; and
  - 3.9 to develop the sport of angling.
4.
  - 4.1 The Company has power to do anything within the law that may promote or may help to promote any or all of the Objects or any matters which are ancillary to them. In particular, but without limitation, the Company has the following powers:
    - 4.1.1 to raise funds;
    - 4.1.2 to buy, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any land, buildings, easements, rights privileges, concessions, patent rights, licences or property of any kind and to maintain and equip it for use;
    - 4.1.3 to sell, improve, manage, develop, turn to account, lease, exchange, mortgage, grant easements, licences and other rights in or over and in any manner deal with or otherwise dispose of the undertakings and all or any part of the property and assets for the time being belonging to the Company for such consideration as the Company may think fit;
    - 4.1.4 to borrow money or raise money in any manner and to secure the same or the repayment or performance of any debt, liability, contract, guarantee or other engagement incurred or entered into by the Company, and in particular by the issue of debentures and loan stock secured on all or any part of the Company's assets, property and undertaking (both present and future), and to purchase redeem or pay off such securities;

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- 4.1.5 to co-operate with charities, voluntary and statutory authorities and any other bodies operating in furtherance of the Objects or similar purposes and to exchange information and advice with them;
- 4.1.6 to employ and remunerate such staff as are necessary for carrying out the work of the Company, including Directors, and make provision for the payment of pensions and superannuation to or on behalf of employees and former employees of the Company and their spouses, widows and other dependents and to provide life, health, accident and other insurances and other benefits (pecuniary or otherwise) to or for the benefit of any of them;
- 4.1.7 to invest the monies of the Company not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined by the Company, which shall include investment in shares or other stock in subsidiaries as may be required for the promotion of any or all of the Objects;
- 4.1.8 to arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Directors or of a financial expert acting under their instructions and to pay any reasonable fee required;
- 4.1.9 to pay premiums and excesses on a policy or policies of insurance to indemnify the Directors or any other officer of the Company against any personal liability arising from acts or omissions other than an act or omission which the Directors know to be a breach of duty or were reckless as to whether or not it was or was not a breach of duty, excluding ( i ) the costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or willful or reckless misconduct of the Directors or any other officer of the Company and (ii) any other matters which cannot be properly indemnified under the Companies Act 2006;
- 4.1.10 to pay out of the funds of the Company the costs, charges and expenses that are necessary or appropriate in connection with or which are incidental to forming and registering the Company;
- 4.1.11 to make grants or loans of money and to give guarantees and indemnities on any terms in furtherance of any or all of the Objects and to support and subscribe to any organisation, institution, society or body whose objects are wholly or in part similar to any or all of the Objects;
- 4.1.12 to act as agent or broker or a trustee for any person, organisation, institution, society or body whose objects are wholly or in part similar to any or all of the Objects and to undertake and perform any form of contract in furtherance of any or all of the Objects;
- 4.1.13 to reward any person, firm or company rendering services to the Company by cash payment or by any other means;
- 4.1.14 to subscribe, amalgamate with, affiliate with, become of member of, merge with, cooperate with or support any other company or undertaking, organisation, institution society or body whose objects are wholly or in part similar to any or all of the Objects;
- 4.1.15 to purchase or otherwise acquire and undertake all or such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Company of any one or more companies, organisations, institutions, societies or bodies having objects altogether or in part similar to any or all of the Objects;

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- 4.1.16 to enter into contracts and provide services to or on behalf of other bodies;
- 4.1.17 to enter into any partnership or joint venture arrangement with any companies, organisations, institutions, societies or bodies having objects altogether or in part similar to any or all of the Objects;
- 4.1.18 to insure the property of the Company against any foreseeable risk and take out other insurance policies to protect the Company when required;
- 4.1.19 to edit, print and publish books, papers, reports, guidebooks, periodicals, circulars, articles and other matter in furtherance of any or all of the Objects;
- 4.1.20 to sell or co-operate with others in selling in any souvenirs, novelties, promotional articles and gift merchandise for the purpose of promoting any or all of the Objects;
- 4.1.21 to make representations at public inquiries, appeals or in such other forums as shall appear necessary or appropriate from time to time in furtherance of any or all of the Objects;
- 4.1.22 to provide a subscriber membership association which must be for or conducive to the Objects whereby individuals or other angling groups, institutions or organisations who are interested in the Objects can become subscriber members of the Company (but not, for the avoidance of doubt "members" for the purposes of the Act) and to set the level of subscription fee payable by such individuals or other angling groups, institutions or organisations from time to time and to provide rules and regulations as to how any such subscriber membership association shall be constituted and its affairs shall be carried on;
- 4.1.23 to do all such other lawful things as are necessary for the achievement of any or all of the Objects.

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- 5.1 The income and property of the Company shall be applied solely towards the promotion of the Objects.
- 5.2 None of the income or property of the Company may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Company. This does not prevent a Member receiving:
  - 5.2.1 a benefit from the Company in their capacity as a beneficiary of the Company;
  - 5.2.2 reasonable and proper remuneration for any goods or services supplied to the Company;
  - 5.2.3 if such Member is also a Director or officer of the Company reasonable and proper remuneration for carrying out the Company's business in such capacity; and/or
  - 5.2.4 interest on money lent or reasonable rent for premises demised or let by any Member to the Company.

6 . A "**Member**" is as defined in the Articles of Association of the Company and does not include, for the avoidance of doubt, any person in their capacity as a Subscriber Member (as also defined in the Articles of Association of the Company).

7 . The liability of the Members is limited.

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8. Each Member of the Company undertakes to contribute such amount as may be required (not exceeding £1) 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 payment of the debts and liabilities of the Company contracted before he ceases to be a Member and of the costs, charges and expenses of winding-up and for the adjustment of the rights of the contributories among themselves.
9.
  - 9.1 The Members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred directly for the Objects or in any of the following ways:
    - 9.1.1 by transfer to any charity or charities for purposes similar to the Objects; or
    - 9.1.2 to any charity for use for particular purposes that fall within the Objects; or
    - 9.1.3 to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association.
  - 9.2 Subject to any such resolution of the Members of the Company, the Directors of the Company may, at any time before and in expectation of its dissolution, resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Company be applied or transferred:
    - 9.2.1 directly for the Objects; or
    - 9.2.2 by transfer to any company or charities for purposes similar to the Objects; or
    - 9.2.3 to any company or charities for use for particular purposes that fall within the Objects; or
    - 9.2.4 to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are at least as restrictive as those in this Memorandum of Association.
  - 9.3 In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company and if no such resolution is passed by the Members or the Directors the net assets of the Company shall be applied for such purposes as directed by the Court having regard, where possible, to this Memorandum of Association.

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**ARTICLES OF ASSOCIATION  
OF  
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**1. INTERPRETATION**

1.1. In these articles the following words and expressions have the following meanings:

The Act	Companies Act 2006, including any statutory modifications, consolidation, replacement, amendments or re-enactments of the same for the time being in force and including all statutory instruments, orders, regulations and other subordinate legislation for the time being in force made under the same;
Address	a postal address or, for the purposes of electronic communication, a fax number, an e-mail address or a text message number in each case registered with the Company;
Annual General Meeting	has the meaning given in Article 9;
Articles	these Articles of Association;
The Company	the Angling Trust Limited;
Clear days	in relation to the period of a notice means a period excluding <ol style="list-style-type: none"><li>1. the day when the notice is given or deemed to be given; and</li><li>2. the day for which it is given or on which it is to take effect;</li></ol>
Date of Adoption	the date of adoption of these Articles; 18 July 2017
Directors	the directors of the Company which, for the avoidance of doubt, includes Nominated Directors and Co-opted Directors;
General Meeting	has the meaning given in Article 10;
Independent	a person is independent if they are free from any close connection to the Company and if, from the perspective of an objective outsider, they would be viewed as independent;
Members	the members of the Company for the purposes of the Act;

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Memorandum	the Memorandum of Association of the Company;
Officers	includes the Directors and the Secretary;
Register	the Register of Members of the Company kept pursuant to the Act;
Rules	the Rules of the Subscriber Membership Association made by the Directors from time to time pursuant to Articles 82 to 86;
Seal	the common seal of the Company, if it has one;
Secretary	the Secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
Senior Independent Director	means a Director who is Independent and is appointed as such by the board of Directors and whose responsibilities include: <ul style="list-style-type: none"><li>(i) providing a sound board for the Chairperson;</li><li>(ii) serving as an intermediary for the other Directors when necessary;</li><li>(iii) acting as an alternative contact for stakeholders to share any concerns if the normal channels of the Chairperson or the Company's management fail to resolve the matter or in cases where such contact is inappropriate; and</li><li>(iv) leading on the process to appraise the Chairperson's performance.</li></ul>
Subscriber Membership Association	the Subscriber Membership Association which operates pursuant to the Rules;
Subscriber Members	Individuals, groups or organisations who are members of the Subscriber Membership Association from time to time and for the avoidance of doubt are not Members of the Company for the purposes of the Act; and
the United Kingdom	Great Britain and Northern Ireland.

1.2. Words importing one gender shall include all genders and the singular includes the plural and vice versa.

1.3. Unless the context otherwise requires words or expressions contained in these

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Articles have the same meaning as in the Act but excluding any statutory modification not in force when this constitution becomes binding on the Company. 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.

### MEMBERS

2. The minimum number of Members of the Company is five and the maximum number of Members of the Company is twelve.
3. Only a Director may be or act as a Member.
4. Members shall either be the subscribers to the Memorandum and/or such persons as are approved by the Directors to become Members and have consented in writing to become Members and whose names shall have been entered in the Register.
5. Every Member shall be subject to the provisions of these Articles in relation to his membership and shall be deemed to have had knowledge thereof and to have consented thereto upon or prior to his becoming a Member.
6. The rights, privileges and duties of a Member shall be personal to the Member and shall cease on death.
7. A Member shall cease to be a Member and his name shall be removed from the Register:
  - 7.1 if being a Member by reason only of his being a Director he shall cease to be a Director; or
  - 7.2 if by notice in writing to the Secretary he resigns his office; or
  - 7.3 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or in Scotland an application for admission under the Mental Health (Scotland) Act 1960; or
  - 7.4 if he becomes bankrupt or makes any arrangements or composition with his creditors generally or (being a company) goes into liquidation other than for the purposes of solvent reconstruction; or
  - 7.5 if he otherwise ceases to qualify for membership under the Articles; or
  - 7.6 is removed as a Member by resolution of the Directors on the ground that in their reasonable opinion the Member's continuance as a Member is harmful to the Company (but only after notifying the Member in writing and considering the matter in the light of any written representations which the Member concerned puts forward within fourteen clear days after receiving notice).
8. Membership of the Company is not transferable.

### GENERAL MEETINGS

9. An annual general meeting of the Members must be held in each year and not more than fifteen months may elapse between successive annual general meetings (**Annual General Meeting**).
10. All meetings of Members other than Annual General Meetings shall be called General Meetings.

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11. The Directors may call a General Meeting at any time.

**NOTICE OF GENERAL MEETINGS**

12. The minimum period of notice required to convene a General Meeting of the Company is fourteen clear days' notice in writing provided that a General Meeting may be convened by shorter notice if it is so agreed by a majority in number of the Members having a right to attend and vote at the meeting being a majority together representing not less than ninety per cent of the total voting rights at that meeting of all the Members
13. The minimum period of notice required to convene an Annual General Meeting of the Company is twenty one clear days' notice in writing, provided that an Annual General Meeting may be convened by shorter notice if it is so agreed by all of the Members having a right to attend and vote at the meeting.
14. The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. If the meeting is to be an Annual General Meeting, the notice must say so.
15. The notice must be given to all the Members and to the Directors and the Company's auditors. 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 Company or failure to deliver the notice by the Royal Mail or other agent.

**PROCEEDINGS AT ANNUAL GENERAL MEETINGS AND GENERAL MEETINGS**

16. No business shall be transacted at an Annual General Meeting or at any General Meeting unless a quorum is present.
17. A quorum is five Members entitled to vote upon the business to be conducted at the meeting.
18. The authorised representative of a Member if such Member is a corporate body shall be counted in the quorum.
19. If:
  - 19.1 a quorum is not present within half an hour from the time appointed for the meeting; or
  - 19.2 during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Directors shall determine,the Directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting.
20. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the Members present at that time shall constitute the quorum for that meeting.
21. Annual General Meetings and General Meetings shall be chaired by the person who has been appointed to chair meetings of the Directors. If there is no such person or he or she is not present within fifteen minutes of the time appointed for the meeting a Director nominated by the Directors shall chair the meeting. If there is only one Director present and willing to act, he or she shall chair the meeting. If no Director is present and willing to chair the meeting within fifteen minutes after the time appointed for holding it, the Members present and entitled to vote must choose one of their number to chair the meeting.
22. The Members present at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.

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23. The person who is chairing the meeting must decide the date time and place at which meeting is to be reconvened unless those details are specified in the resolution.
24. 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.
25. If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.
26. 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 by the person chairing the meeting; or by at least two Members having the right to vote at the meeting; or by a Member or Members representing not less than one tenth of the voting rights of all the Members having the right to vote at the meeting. The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
27. The result of the vote must be recorded in the minutes of the Company but the number or proportion of votes cast need not be recorded.
28. A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person chairing the meeting.
29. 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.
30. A poll must be taken as the person 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.
31. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
32. A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
33. A poll demanded on any other question must be taken either immediately or at such time and place as the person chairing the meeting directs.
34. The poll must be taken within thirty days after it has been demanded.
35. If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
36. If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
37. If there is an equality of votes, whether on a show of hands or a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.
38. A resolution in writing signed by the Members in accordance with the provisions in the Act shall be effective.
39. If a Member is unable to attend a meeting they may nominate another Member as proxy to vote for them.

### **VOTES OF MEMBERS**

40. Every Member shall have one vote to be cast by the Member either personally or by proxy.

## DIRECTORS

41. Unless otherwise determined by a General Meeting, the number of Directors shall not be less than five nor more than twelve and shall be comprised as follows:
  - 41.1 up to four individuals nominated and appointed by the Subscriber Members at their annual subscriber meeting in accordance with the procedure from time to time set down in the Rules (together called the “**Nominated Directors**” and each a “**Nominated Director**”). Each Nominated Director shall:
    - 41.1.1 act in a non-executive capacity; and
    - 41.1.2 be appointed for an initial term of three years. At the expiry of their term of office each Nominated Director shall retire and/or be eligible for re-appointment by the Subscriber Members at their Annual General Meeting for a maximum of one further term of three years; and
  - 41.2 up to eight individuals co-opted by the Directors (together called the “**Co-opted Directors**” and each a “**Co-opted Director**”):
    - 41.2.1 at least three of which shall act in a non-executive capacity and are, and continue to be, Independent; and
    - 41.2.2 who, subject to Article 41.4 in respect of the Chief Executive (as defined below), shall each be appointed for an initial term of three years (“**Initial Term**”). At the expiry of their Initial Term of office, each Co-opted Director shall be eligible for re-appointment by the Directors for a further term of three years (“**Second Term**”) and at the expiry of their Second Term of office, each Co-opted Director shall, again, be eligible for re-appointment by the Directors for another term of three years (“**Third Term**”). Upon the expiry of their Third Term of office each Co-opted Director may only be re-appointed by the Directors for a maximum term of one year if the Directors have concluded that there are exceptional circumstances in doing so.
  - 41.3 Of the eight Co-opted Directors, one of the Directors who is Independent shall have the role of Senior Independent Director and another one shall have the role of chief executive of the Company (“**Chief Executive**”).
  - 41.4 The Chief Executive shall be the only executive Director of the Company, unless the Directors resolve otherwise. The appointment and re-appointment of the Chief Executive shall occur in accordance with Article 41.2 but, providing he or she is holding the relevant office of Chief Executive, there shall be no limit on the number of terms and no exceptional circumstances shall be required for the re-appointment of the Chief Executive for longer than three terms of three years and, if applicable, the additional year. The Chief Executive shall immediately cease to be a Director if his or her contract of employment with the Company is terminated or otherwise comes to an end.
42. In accordance with the procedures set out in Article 41.141, if a Director has served his or her maximum term in office, then they shall only be re-eligible for re-appointment as a Director by the Directors once a period of four consecutive years has elapsed from the date upon which his or her period of office as a Director expired.
43. The Directors shall appoint a Director, other than the Chief Executive, whom has been selected by the Nominations Committee as the chairperson of the board of Directors (“**Chairperson**”).

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44. A retiring Director shall retain his office until the conclusion of the meeting at which he retires or (if earlier) when a resolution is passed at that meeting not to fill the vacancy or to appoint another person in his place or the resolution to re-appoint him is put to the meeting and lost.
45. Notwithstanding anything in these Articles the Company may, with just cause and reason, by Ordinary Resolution remove any Director before the expiration of his period of office.
46. Any Director who is interested in a matter to be discussed at a meeting of Directors or which is the subject of a decision to be made by the Directors shall, at the earliest practical opportunity, disclose the nature and extent of such interest to the Directors.
47. Notwithstanding any interest that a Director has in a matter to be discussed at a meeting of Directors or which is the subject of a decision to be made by the Directors, the Directors may vote on such matter and count in quorum provided that the Directors (acting by a majority of non-interested Directors) may revoke such right for the relevant Director to vote and count for quorum purposes if it sees fit in the circumstances.

### **POWERS OF DIRECTORS**

48. The Directors shall manage the business of the Company and may exercise all the powers of the Company unless they are subject to any restrictions imposed by the Act, the Memorandum, these Articles or any special resolution.
49. No alteration of the Memorandum or these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.
50. Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

51. A Director shall cease to hold office immediately and automatically if he or she:
  - 51.1 ceases to be a Director by virtue of any provision in the Act or is prohibited by law from being a director;
  - 51.2 ceases to be a Member of the Company;
  - 51.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
  - 51.4 resigns as a Director by notice to the Company (but only if at least two Directors will remain in office when the notice of resignation is to take effect);
  - 51.5 is absent without the permission of the other Directors from two consecutive meetings of the Directors and the other Directors resolve by a majority that his or her office be vacated; or
  - 51.6 does not adequately perform his or her role on the basis of any appraisal process undertaken by the Company with reference to his or her particular role profile agreed from time to time and the other Directors resolve by a majority that his or her office be vacated.

### **PROCEEDINGS OF DIRECTORS**

52. The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.

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53. Any Director may call a meeting of the Directors. The Secretary must call a meeting of the Directors if requested to do so by a Director. Notice of a meeting of the Directors must be given at least 5 clear days before the meeting unless a majority of Directors decides otherwise.
54. Questions arising at a meeting shall be decided by a majority of votes.
55. In the case of an equality of votes, the Chairperson or such other person who is chairing the meeting shall have a second or casting vote.
56. No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made.
57. The quorum shall be five or such larger number as may be decided from time to time by the Directors.
58. If the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
59. If the Chairperson is not available to preside at any meeting and no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
60. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened and held.
61. The resolution in writing may comprise several documents containing the text of the resolution in like form each signed by one or more Directors.

### **DELEGATION**

62. The Directors may delegate any of their powers or functions to one or more Directors, or to one of the Directors, supported by the employees of the Company, but the terms of any delegation must be recorded in the Minute Book.
63. The Directors may impose such conditions as they see fit when delegating.
64. The relevant powers are to be exercised exclusively by the Committee to whom they delegate.
65. No expenditure may be incurred on behalf of the Company except in accordance with a budget previously agreed with the Directors.
66. The Directors may revoke or alter a delegation.
67. All acts and proceedings of any Committees must be fully and promptly reported to the Directors.
68. All acts bona fide done by any meeting of the Directors or of any Committee of the Directors or by any person acting as a Director shall, notwithstanding it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified from holding office or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

## **SEAL**

69. If the Company has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

## **MINUTES**

70. The Directors must keep appropriate records (including, where applicable, minutes) of all:
- 70.1 appointments of officers made by the Directors;
  - 70.2 proceedings at meetings of the Company;
  - 70.3 meetings of the Directors and committees of Directors including:
    - 69.3.1 the names of the Directors present at the meeting;
    - 69.3.2 other attendees;
    - 69.3.3 the decisions made at the meetings; and
    - 69.3.4 where appropriate the reasons for the decisions; and
  - 70.4 accounts.
71. The Directors must prepare for each financial year an Annual Report and Accounts as required by the 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.
72. The Directors must keep accounting records as required by the Act.
73. Any notice or other document to be given to or by any person pursuant to the Articles:
- 73.1 must be in writing;
  - 73.2 must be given using electronic communications; or
  - 73.3 posted to a website address the address of which shall be notified to the Member
  - 73.4 in writing.
74. The Company may give any notice or other document to a Member either:
- 74.1 personally; or
  - 74.2 by sending it by post in a prepaid envelope addressed to the Member at his last known address; or
  - 74.3 by leaving it at the last known address of the Member; or
  - 74.4 by giving it using electronic communications to the Member's email address; or
  - 74.5 by posting it to a website the address of which shall be notified to the Member in writing.
75. A Member who does not register an address with the Company or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Company.
76. A Member present in person at any meeting of the Company shall be deemed to have received notice of the meeting and of the purposes for which it was called.

**Adopted by special resolution passed by the Angling Trust Board on 18<sup>th</sup> July 2017**

77. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
78. 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.
79. A notice shall be deemed to be given:
  - 79.1 48 hours after the envelope containing it was posted; or
  - 79.2 In the case of an electronic communication, 48 hours after it was sent.

**INDEMNITY AND INSURANCE**

80. The Company shall indemnify every Director or other officer or auditor of the Company against any liability incurred by him or her in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in favour of the Director or in which the Director is acquitted or in connection with any application in which relief is granted to the Director by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No person may be indemnified by the Company if such indemnity is a breach of the Companies Act 2006.
81. 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.

**DISSOLUTION**

82. Clause 9.1 and clause 9.2 of the Memorandum relating to the winding-up or dissolution of the Company shall have effect as if the provisions thereof were repeated in these Articles

**RULES**

83. The Directors 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 Subscriber Membership Association.
84. The Rules may regulate the following matters but are not restricted to them:
  - 84.1 the admission of Subscriber Members of the Company and the rights and privileges of such Subscriber Members, and the entrance fees, subscriptions and other fees or payments to be made by Subscriber Members;
  - 84.2 the conduct of Subscriber Members of the Company in relation to one another, and to the Company's employees and volunteers;
  - 84.3 the procedure at meetings of the Subscriber Members; and/or
  - 84.4 all such other matters as are appropriate with regard to the conduct and operation
  - 84.5 of the Subscriber Membership Association.
85. The Directors have the power to alter, add to or repeal the Rules from time to time provided such alterations, additions or repeals shall be approved by a majority of Subscriber Members present and voting at the annual subscriber meeting of the Subscriber Member Association with the exception of any provisions in the Rules relating to the entrance fees, subscriptions and other fees or payments to be made by Subscriber Members from time to time, which shall be determined at the Directors' discretion from time to time.

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86. The Directors must adopt such means as they think sufficient to bring the Rules to the notice of Subscriber Members.
87. The Rules shall be binding upon all Subscriber Members. The Rules shall not be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or the Articles. In the event of any inconsistency between: (a) the Memorandum and the Articles; and (b) the Rules, the provisions of the Memorandum and the Articles shall prevail.

For and on behalf of Angling Trust Limited, a company limited by guarantee and having its registered office at: Eastwood House, 6 Rainbow Street, Leominster, Herefordshire, HR6 8DQ.

Adopted by special resolution passed on:

18<sup>th</sup> July 2017