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**THE COMPANIES ACTS 1985 & 1989**

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION**

**OF**

**THE ATHERSTONE HUNT LIMITED**

**INTERPRETATION**

1. In these Articles:

“the Act” means the Companies Act 1985 or any statutory re-enactment or modification of it;

“AGM” means an annual General Meeting of the Company;

“the Board” means the board of Directors of the Company, acting collectively and entitled to manage the affairs of the Company with the Master;

“clear days” in relation to a period of notice means that period excluding the day on which the notice is given or is deemed to have been given, and the day for which the notice is given or on which it is to take effect;

“Hunt Subscriber” means individuals who pay a subscription to the Company;

“Hunting Year” means the period which runs from 1 May to 30 April.



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“Accounting Year” means the period which runs from 1 May to 30 April;

“Director” means a director of the Company acting individually;

“Member” means a member of the Company;

“Memorandum” means the Memorandum of Association of the Company;

“Master” means any person appointed to manage the affairs of the Company during the Hunting Year with together with the Board;

“Objects” means the objects of the Company as set out in the Memorandum from time to time;

“Secretary” means any person appointed to perform the duties of the Secretary of the Company;

“Subscriber” means the individuals forming the Company.

expressions referring to writing include references to printing, fax, e-mail and other methods of representing or reproducing words in a visible form;

unless the context otherwise requires, words or expressions contained in these Articles bear the meanings given to them in the Act;

references in these Articles to ‘he’ or ‘him’ include male and female individuals and corporations.

## **ADMISSION OF MEMBERS**

2. The company must keep a register of members as required by the Act.  
The members are:
  - 2.1. the Subscribers to the Memorandum and Articles of Association;
  - 2.2. the Directors; and
  - 2.3. Hunt Subscribers, landowners of 200 acres of land or upwards and farmers who obtain their primary living from the land by farming not less than 40 acres within the company's boundaries.
3. Every application for membership must be in the form set out in Article 50 or another form approved by the Board. At the next meeting of the Board (or any committee of the Board established for the purposes of considering applications for admission) after the receipt of any application for membership, the application must be considered by the Board (or committee) who must decide whether to admit or reject the applicant. The Board are not required to give reasons for their decision.

## **RETIREMENT OF MEMBERS**

4. A member will cease to be a member:
  - 4.1. if he resigns by giving notice to the Company;
  - 4.2. (if the member is a Director) on ceasing to be a Director for whatever reason;
  - 4.3. if an individual, upon death, or if he becomes of unsound mind, or is convicted of any indictable offence for which he is sentenced to a term of imprisonment;
  - 4.4. in any case, if any subscription or membership fee due to the Company remains outstanding for more than one month; or

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  - 4.4. in any case, if any subscription or membership fee due to the Company remains outstanding for more than one month; or

- 4.5. (except in the case of a Director) if he is removed from the membership in accordance with any Rule established from time to time pursuant to Article 46.

No member of the Company is entitled to any refund of subscription or membership fee on ceasing to be a member for any reason. Membership of the Company is not transferable.

#### **GENERAL MEETINGS**

5. The Company must hold an Annual General meeting by 1 February in each Hunting year. All general meetings other than the Annual General Meeting are called Extraordinary General Meetings. The Board will choose the time and place of the general meetings.
6. The Board may call an Extraordinary General Meeting at any time; and must call an Extraordinary General Meeting if it receives a requisition by the members of the Company in accordance with the Act.
7. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution must be called by at least 21 clear days' notice, and all other general meetings must be called by at least 21 clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed:
- 7.1. in the case of an AGM, by all the members entitled to attend and vote at that meeting; and
- 7.2. in the case of any other meeting, by members holding at least 95% of the total voting rights at that meeting of all the members.
8. Any notice must specify the place, date and time of the meeting, and the general nature of all items of the business to be transacted; and must, in

the case of an Annual General Meeting, specify the meeting as an Annual General Meeting. The text of all special, extraordinary and elective resolutions to be proposed at the meeting must be set out in the notice. A general meeting requisitioned by Members must be signed by the requisitionists and sent by registered post to the Company Secretary. The requisition may consist of several documents in like form each one signed by one or more requisitionists.

9. Notice must be given to the members of the Company and to the Directors; but if anyone entitled to receive notice does not receive it, this does not invalidate the proceedings at the meeting if the failure to notify was accidental.

#### **PROCEEDINGS AT GENERAL MEETINGS**

10. A general meeting is not valid unless a quorum of members of the Company is present throughout the meeting; the quorum is 10 members present in person.
11. If a quorum is not present within 30 minutes after the time set for the meeting, the meeting is automatically adjourned to the same day in the next week, at the same time and place, or to another day, time and place decided by the Board.
12. The Chairman of the Board will preside as Chairman of every general meeting of the Company. If there is no Chairman of the Board, or if he is not present within 15 minutes after the time appointed set for the meeting, or is unwilling to act, those Directors present at the meeting must elect one of themselves to be Chairman of the meeting.
13. If at any general meeting no Director is willing to act as Chairman, or if no Director is present within 15 minutes after the time set for the



meeting, the members of the Company present must choose one of themselves to be Chairman of the meeting.

14. The Chairman may adjourn the meeting with the consent of any quorate meeting (and must if required by a simple majority of the members present at the meeting), but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice is required of an adjourned meeting unless the meeting is adjourned for 30 days or more, in which case notice must be given as in the case of the original meeting.
15. Voting at any general meeting shall be in person and on a show of hands on any resolution other than the appointment or removal of any Director or officer of the Company, an alteration to these Articles or demand of the Chairman.
16. A declaration by the Chairman that a resolution has been carried or lost on a show of hands, whether unanimously or by a particular majority, and an entry to that effect in the minutes, is conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against the resolution.
17. If a resolution is not passed the Chairman shall adjourn the meeting for up to 14 days during which time the Board shall consider the matter further. If at the adjourned meeting the resolution is not passed the Board will resign and an Extraordinary General Meeting held to appoint a new Board. The date of the Extraordinary General Meeting shall be no earlier than 14 days or later than 21 days from the date of the adjourned meeting at which the Board resigned.

18. Except as provided in Article 19, a poll may be taken in such manner as the Chairman directs but the Chairman has no authority in exercising this power to extend the poll to Members of the Company who are not present at the meeting in question. The result of the poll is deemed to be the resolution of the meeting at which the poll was demanded.
19. A poll demanded on the election of a Chairman, must be taken immediately. If there is an interval before the time for closing the poll, the meeting may deal with any business other than the business being determined by poll.

#### **BUSINESS AT GENERAL MEETINGS**

20. The business of the Annual General Meeting shall comprise
  - 20.1 the formal approval of the Accounts of the Company.
  - 20.2 the appointment of Board members and officers of the company to fill any vacancies;
  - 20.3 the approval of Mastership and hunting arrangements for the following Hunting Year; and
  - 20.4 such other business, full written details of which must be notified to the Company Secretary at least 14 days prior to the Annual General Meeting.

#### **VOTES OF MEMBERS**

21. Every member of the Company whose name is entered in the Company's register of members has one vote at every general meeting. A resolution proposed at any general meeting will be approved if at least one half of the votes cast at the meeting are in favour of the resolution, except where the Act or these Articles prescribes a different majority.

## **DIRECTORS**

22. The first Directors of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company. The minimum number of Directors will be 10; the maximum number of Directors will be 25. At least 4 Directors shall be farmers and landowners. The Master(s) will ex officio be Directors of the Company and the Chairman of the Hunt Supporters' Club will be a Director of the Company for the term of his office as Chairman of the Hunt Supporters' Club. The Directors shall serve for a period of 4 years. At every Annual General Meeting, one quarter of the Directors then in office must retire. If the number of Directors is not divisible by 4 then the number nearest to one quarter must retire. A Director who retires by rotation is eligible for reappointment if he is willing to continue to act as a Director.
23. The Directors to retire by rotation are those who have been longest in office since their last appointment or reappointment; but as between Directors who were appointed or reappointed on the same day, the Directors to retire shall be determined by lot.
24. If the members of the company do not fill the vacancy left by a Director who retires by rotation the retiring Director will, if willing to act, be deemed to have been re-appointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the re-appointment of the Director is put to the meeting and lost.
25. No person other than a Director retiring by rotation may be appointed or re-appointed as a Director at any general meeting unless 7 days before the date appointed for the meeting, notice executed by a member of the Company qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or re-

appointment, together with notice executed by that person of his willingness to be appointed or re-appointed.

26. If there are more nominations than vacancies a poll will be taken of those members eligible to vote at the general meeting.
27. The Company may by ordinary resolution appoint as a Director a person who is willing to act, either to fill a vacancy or as an additional Director; and may also determine the order of rotation of any additional Directors.
28. The Board may co-opt as a Director a person who is willing to act, either to fill a vacancy or as an additional Director. A Director co-opted by the Board under this Article will hold office only until the next following Annual General Meeting, and will not be taken into account in determining the Directors who are to retire by rotation at that meeting. If a co-opted Director is not re-appointed at that Annual General Meeting, he will automatically vacate office at the end of the meeting.
29. A technical defect in the appointment of a Director does not invalidate a decision taken at a Board meeting if the Directors present were not aware of the defect at the time of the meeting.
30. A Director will cease to be a Director:
  - 30.1 if he resigns his directorship by giving notice to the Company;
  - 30.2 upon death, or if he becomes bankrupt or makes any arrangement with his creditors, or becomes of unsound mind, or is convicted of an indictable offence for which he is sentenced to a term of imprisonment;

- 30.3 if he is removed by a simple majority of the members of the Company, following the procedure laid down in Section 303 of the Act; or
- 30.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.
31. A Director who retires or resigns may be invited and/or apply to be a Member.
32. The Board has control over all the affairs and property of the Company, and may exercise all the powers of the Company, except as otherwise provided by the Memorandum of Association of the Company and these Articles, or by any Rules made pursuant to Article 46. Every Director has one vote at a Board meeting.
33. A Director may call a Board meeting at any time and the Secretary must call a Board meeting if requested to do so by a Director. The Board may convene and regulate its meetings as it thinks fit. Questions arising at any Board meeting will be decided by a majority of votes.
34. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is 7 of the Directors then holding office.
35. The Chairman of the Board will preside at every Board meeting. If at any Board meeting the Chairman is not present within 15 minutes after the time set for the start of the meeting, the Directors present must choose one of their number to be Chairman of the meeting. In the case of an equality of votes on any question the Chairman has a second or casting vote.
36. The Board may delegate any of its powers to the Master and to committees consisting of such Directors, members of the Company and

others as it thinks fit: in the exercise of the delegated powers, any Master or committee must conform to any regulations which may be imposed by the Directors or by Rules made under Article 46. Any Master must be a member of the Masters of Foxhounds Association and must agree to abide by the rules of the Masters of Foxhounds Association.

37. No person shall be a Director in the event that he receives rent from property leased or licensed to the Company or in the event that he receives payment for managing or administering the Company's affairs.

#### **SECRETARY**

38. The Company must have a Secretary who will be appointed by the Board on whatever terms the Board thinks fit. If there is no Secretary capable of acting, anything required or authorised to be done by or to the Secretary may be done by any Director authorised generally, or specially for that purpose, by the Board.

#### **SEAL**

39. The Company is not required to have a common seal. If the Company has a common seal, it may only be used by the authority of the Board. Every document bearing an impression of the common seal must be signed by a Director, and countersigned by the Secretary or by a second Director.

#### **NOTICES, MEETINGS AND RESOLUTIONS**

40. The following Articles 41 to 45 apply to meetings and resolutions of, and notices given to, the Board, committees of the Board, and the Company in general meeting; and "member" means a Director, committee member or a member of the Company in general meeting as the context requires.

41. Any notice to be given under these Articles must be in writing. The Company may give any notice to a member by handing it to him personally, or by sending it by post (airmail in the case of overseas members who have given no address for service within the United Kingdom) in a prepaid envelope addressed to the member at the address shown in the Company's register of members, or by leaving it at that address. Where the member has given to the Company a fax number or e-mail address to which notices may be sent electronically, the Company may give a valid notice by means of fax or e-mail.
42. A member present in person at any meeting is taken to have received notice of the meeting and, where necessary, of the purposes for which it was called.
43. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given to a postal address. Electronic confirmation of receipt shall be conclusive evidence that a notice was given to a facsimile number or e-mail address. A notice is deemed to be given at the expiration of 48 hours after it was handed to the member, posted or (as the case may be) transmitted by fax or e-mail.
44. Subject to the provisions of the Act (and in particular in the case of a resolution of the members of the Company, to any requirement to submit the proposed resolution to the auditors), a resolution in writing signed by all the members entitled to attend and vote at a meeting is as valid and effective as if it had been passed at a meeting properly convened and held. Any resolution in writing may consist of two or more documents in similar form, each signed by one or more members.

Digital signatures and faxed signatures will suffice for the purpose of this Article.

45. The Secretary or a Director must take minutes of proceedings at all meetings, and the minutes must be authenticated and kept in accordance with the requirements of the Act.

#### **RULES**

46. The Directors may establish Rules for any purposes required from time to time for the effective operation of the Company or the furtherance of the Objects in accordance with the Rules, Instructions and Recommendations of the Masters of Foxhounds Association or its successor for the time being in force and such other activities as are in the opinion of the Directors necessary or incidental thereto including the levying of annual subscriptions or membership fees; provided that if there is a conflict between the terms of these Articles or the Memorandum of Association of the Company and any Rules established under this Article, the terms of the Memorandum and Articles will prevail.

#### **INDEMNITY**

47. Subject to the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, Secretary, employee or other officer of the Company, will be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to them including (without prejudice to the generality of the foregoing) and liability incurred in defending any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company,



and in which judgment is given in his favour, or in which he is acquitted, or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

48. Subject to the Act, the Company may purchase and maintain at the Company's expense insurance cover for the benefit of any person who is or was at any time a Director or other officer or employee of the Company, against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer or employee and for which he is entitled to be indemnified by the Company under Article 47.

#### **DISSOLUTION**

49. If upon the winding up or dissolution of the Company there remains, after all the Company's debts and liabilities have been paid or satisfied any property ("the surplus") of the Company shall be given or transferred to one or more companies, organisations or institutions having objects similar to the objects of the Company and which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those imposed on the Company under its Memorandum of Association. The companies, organisations or institutions will be nominated by the directors of the Company and approved by the members of the Company at or before the winding up or dissolution. If the directors are unable to identify any similar companies, organisations or institutions then there must be a ballot of the Members in accordance with these Articles of Association

and of whom 80% are in agreement in order to determine how the surplus is disposed of.

#### FORMS

50. The form of the application for membership referred to in Article 3 are as follows:

In the case of an individual:

To the Board of **THE ATHERSTONE HUNT LIMITED**

I, *[name]*

of *[address]*

wish to become a member of *[name of Company]*, subject to the provisions of the Memorandum and Articles of Association of the Company and to the Rules. I agree to pay to the company an amount of up to £1 if the company is wound up while I am a member or for up to 12 months after I have left the Company.

Signature: .....

Date: .....