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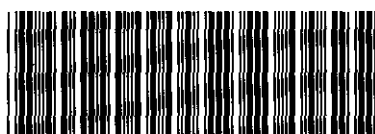
**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5927132

The Registrar of Companies for England and Wales hereby certifies that  
EAST CORNWALL HUNT LIMITED

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 6th September 2006



\*N05927132G\*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*  
— for the record —



**Companies House**  
— for the record —

# 12

Please complete in typescript,  
or in bold black capitals.

CHWP000

## Declaration on application for registration

Company Name in full

EAST CORNWALL HUNT LIMITED

I,

HELEN ELIZABETH BAKER

of

KNIGHTS SOLICITORS

† Please delete as appropriate.

do solemnly and sincerely declare that I am a † [Solicitor engaged in the formation of the company][person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

Helen Baker

Declared at

18 - 20 CONDON RD TUNBRIDGE WELLS

Day Month Year

On

31 08 2006

• Please print name.

before me •

SIMON CHILDREN

Signed

Simon Children

Date

31. 8. 06

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

KNIGHTS SOLICITORS, REGENCY HOUSE,  
25 HIGH STREET, TUNBRIDGE WELLS  
KENT TN11 1UT Tel 01892 537311

DX number 3919

DX exchange TUNBRIDGE WELLS



A51  
COMPANIES HOUSE

348  
01/09/2006

Form revised 10/03

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff  
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB  
for companies registered in Scotland

DX 235 Edinburgh  
or LP - 4 Edinburgh 2



Companies House

for the record

10

Please complete in typescript,  
or in bold black capitals.

CHWP000

Notes on completion appear on final page

First directors and secretary and intended situation of  
registered office

Company Name in full

EAST CORNWALL HUNT LIMITED

Proposed Registered Office

(PO Box numbers only, are not acceptable)

c/o RALPH BROAD ASSOCIATES

HIGHER TREBYAN, LANHYDROCK

Post town

BODMIN

County / Region

CORNWALL

Postcode

PL305AE

If the memorandum is delivered by an agent  
for the subscriber(s) of the memorandum  
mark the box opposite and give the agent's  
name and address.

Agent's Name

Address

Post town

County / Region

Postcode

Number of continuation sheets attached

0

You do not have to give any contact  
information in the box opposite but if  
you do, it will help Companies House  
to contact you if there is a query on



A31  
COMPANIES HOUSE 24/06/2006

A39  
COMPANIES HOUSE 11/08/2006

KNIGHTS SOLICITORS, REGENCY HOUSE

25 HIGH STREET, TUNBRIDGE WELLS,

KENT TN11 4T Tel 01892 537311

DX number 3919

DX exchange TUNBRIDGE WELLS

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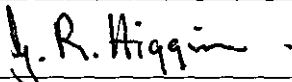
v 10/03

**Company Secretary** (see notes 1-5)

Company name		EAST CORNWALL HUNT LIMITED	
NAME	*Style / Title	MISS	*Honours etc
Forename(s)		CANDIDA SOLWEIS JOHANNA	
Surname		WESTAD	
Previous forename(s)			
Previous surname(s)			
Address <sup>††</sup>		LASKEYS	
<input type="checkbox"/>		TREWINT	
Post town		LAUNCESTON	
County / Region		CORNWALL	Postcode PL15 7TG
Country		ENGLAND	
I consent to act as secretary of the company named on page 1			
Consent signature			Date 16-7-06

**Directors** (see notes 1-5)

Please list directors in alphabetical order

NAME		*Style / Title			*Honours etc		
Forename(s)		GRAHAM ROYSTON					
Surname		HIGGINS					
Previous forename(s)							
Previous surname(s)							
Address <sup>††</sup>		HIGHER TRENANT FARM					
<input type="checkbox"/>		ST NEOT					
Post town		LISKEARD					
County / Region		CORNWALL		Postcode		PL14 6RZ	
Country		ENGLAND					
Date of birth		Day	Month	Year		Nationality	
		09	05	1954		BRITISH	
Business occupation		FARMER					
Other directorships		NONE					
I consent to act as director of the company named on page 1							
Consent signature						Date 12/07/06	

## Directors (see notes 1-5)

Please list directors in alphabetical order

<b>NAME</b>	<b>*Style / Title</b>	<input type="text"/>	<b>*Honours etc</b>	<input type="text"/>
<b>Forename(s)</b>		<input type="text"/>		
<b>Surname</b>		<input type="text"/>		
<b>Previous forename(s)</b>		<input type="text"/>		
<b>Previous surname(s)</b>		<input type="text"/>		
<b>Address <sup>††</sup></b>		<input type="text"/>		
<input type="checkbox"/>		<input type="text"/>		
<b>Post town</b>		<input type="text"/>		
<b>County / Region</b>		<b>Postcode</b>	<input type="text"/>	
<b>Country</b>		<input type="text"/>		
<b>Date of birth</b>		<b>Day</b> <input type="text"/> <b>Month</b> <input type="text"/> <b>Year</b> <input type="text"/>	<b>Nationality</b> <input type="text"/>	
<b>Business occupation</b>		<input type="text"/>		
<b>Other directorships</b>		<input type="text"/>		
		<input type="text"/>		
I consent to act as director of the company named on page 1				
<b>Consent signature</b>		<input type="text"/>	<b>Date</b>	<input type="text"/>

This section must be signed by either an agent on behalf of all subscribers or the subscribers (i.e those who signed as members on the memorandum of association).

Signed

F.C. Martin

Date

27 July 06

Signed



Date

25 July 06

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

**THE COMPANIES ACTS 1985 & 1989****COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL****MEMORANDUM OF ASSOCIATION****OF****EAST CORNWALL HUNT LIMITED**

1. The name of the Company is "EAST CORNWALL HUNT LIMITED".
2. The registered office of the Company is in England.
3. The Objects for which the Company is established ("the Objects") are:
  - 3.1 to generally promote the sport and practice of fox hunting within the law and in accordance with the rules of the Masters of Foxhounds Association or any successor body and to promote associated lawful sports and pastimes;
  - 3.2 to maintain within the law a controlled and balanced fox population within the Country with a view to achieving environmental balance and conservation of the countryside and providing sport for the followers;
  - 3.3 to promote the environmental and conservation benefits associated with the sport and practice of foxhunting to wider communities;
  - 3.4 to promote the enhancement of the environment, its fauna and flora and the conservation of the countryside;
  - 3.5 to encourage social intercourse between Members of the Company and all those over whose land they go and within the local community generally;
  - 3.6 to raise money for the Company;
  - 3.7 to carry on such activities as are associated with the Company's fund raising efforts;

- 3.8 to carry on such other activities in relation to the control and management of the fox population as may be permitted by law;
  - 3.9 to campaign for the lawful reintroduction of hunting with hounds in England and Wales and pending such reintroduction to preserve the infrastructure of the Hunt by such lawful activities with horses and hounds as the Board may determine including mock hunting, trail hunting, cross country riding and hound exercise;
  - 3.10 to promote and organise point to point racing in the name of the Company; and
  - 3.11 to carry on other activities as are in the opinion of the Board necessary or incidental to the Company's activities.
4. The Company has power to do anything that may promote or may help to promote the Objects or any of them. In particular (but without limitation) the Company has the following powers:
- 4.1 to acquire and take over designated assets and liabilities of the unincorporated association known as "East Cornwall Hunt";
  - 4.2 to pay out of the Company's funds the costs incurred in forming the Company;
  - 4.3 to acquire or hire property of any kind, and any interests in or rights over property of any kind;
  - 4.4 to acquire, lease or hire designated pieces of land at present occupied by East Cornwall Hunt and to permit the same to be used by Members and employees of the Company and others gratuitously or for payment;
  - 4.5 to acquire, lease or hire, make or provide and maintain, and to sell or otherwise dispose of horses and other livestock, vehicles, implements, machines, tools and other things required or which may be conveniently used in connection with the objects of the company including kennels and grounds and other premises of the Company by members of staff

- employed by the company and or persons frequenting the property or other properties of the Company in connection with the objects;
- 4.6 to buy, prepare, make, supply and deal in all kinds of wearing equipment, apparel, and all apparatus formerly used in connection with fox hunting and other sports and pastimes and all kinds of liquors, provisions and refreshments required or used by the Members of the Company, or other persons frequenting the property, or other properties of the Company;
- 4.7 to promote and hold, either alone or jointly with any other association, club or persons, meetings and competitions, for the purposes of hunting foxes within the law or any other sports or pastimes, and to offer, give, or contribute towards prizes, medals and awards therefore, and to promote, give or support, dinners, balls, concerts and other entertainments;
- 4.8 to establish, promote, or assist in establishing or promoting and to subscribe to or become a Member of other associations or clubs, whose objects are similar or in part similar, to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company. Provided that no subscription be paid to any such other association or club out of the funds of the Society except bona fide in furtherance of the objects of the Company;
- 4.9 to acquire the whole or any part of the business or assets of any person, firm, or company carrying on any activity in support of the Objects and to give any form of consideration in return for the business or assets;
- 4.10 to borrow and raise money in any manner; and to secure and guarantee by any means the repayment of any money borrowed, raised or owing, and the performance by the Company of any obligation or liability, by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future);



- 4.11 to invest and deal with the moneys of the Company not immediately required in any manner and to hold or otherwise deal with any investments made;
- 4.12 to sell, dispose of, let, mortgage, or charge any property of the Company and to grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company;
- 4.13 to make grants or loans of money and to give guarantees and indemnities on any terms; and to support and subscribe to any charitable or public body and any institution or society which may be for the benefit of the Company or its employees;
- 4.14 to promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which (in the opinion of the Directors) is likely to assist or benefit the Company; and to subscribe for or otherwise acquire all or any part of the shares or securities of any such company;
- 4.15 to act as agent or broker or trustee for any person, firm or company, and to undertake and perform any form of contract;
- 4.16 to hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them by cash payment or by any other means for services rendered to the Company;
- 4.17 to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of the employees of the Company or of any subsidiary, holding company or fellow subsidiary of the Company and of their spouses, children and other relatives and dependants; and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained;
- 4.18 to pay out of the Company's funds premiums on insurance policies including policies to cover the liability of the Directors which, by virtue

- of any rule of law, would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Company: provided that any such insurance or indemnity must not extend to any claim arising from criminal neglect or deliberate default on their part;
- 4.19 to amalgamate with or support any other company or undertaking whose objects may (in the opinion of the Directors of the Company) advantageously be combined with the Objects;
  - 4.20 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, and to accept anything of value in return;
  - 4.21 to do all or any of the things or matters permitted by this Memorandum of Association in any part of the world, and as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others; and
  - 4.22 to do all such other things as are incidental or conducive to the attaining of the above objects or any of them.
5. The income and capital of the Company must be applied solely towards the promotion of the Objects. No part of the income or capital may be paid or transferred, directly or indirectly, to the members of the Company, whether by way of dividend or bonus or in any other way that amounts to a distribution of profit or surplus. This does not prevent the payment of:
- 5.1 reasonable and proper remuneration to any officer, employee, or member of the Company in return for any services provided to the Company;
  - 5.2 reasonable rate of interest on money lent to the Company;
  - 5.3 a reasonable rent for property let to the Company;

- 5.4 out of pocket expenses to any officer, employee or member of the Company; or
- 5.5 premiums on the indemnity insurance referred to in clause 4.18.
6. The liability of the members is limited.
7. If the Company is wound up while a person is a member or within one year after that person ceases to be a member, every member of the Company will contribute such amount as may be required not exceeding £1 to the assets of the Company, for payment of the Company's debts and liabilities accrued before the member ceases to be a member, and of the costs and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.
8. This clause applies on the winding up or dissolution of the Company. No resolution to wind up or dissolve the Company will be valid unless passed by an 80% majority of the Members of the Company in General Meeting. If at a General Meeting a resolution to wind up or dissolve the Company is passed by a simple majority and such resolution is confirmed at another General Meeting by 80% majority of the Members of the Company, the Company will be dissolved. The Board may, at its discretion, make arrangements for votes to be given by proxy. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied ("the surplus") it must be paid or transferred 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 as least as restrictive as those in this Memorandum of Association. The companies, organisations or institutions will be nominated by the directors of the Company who will also recommend how much each such company, organisation or

institution will receive, and their proposals will be 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 or the Members fail to approve the directors' proposals, then there must be a ballot of the members in accordance with the Company's Articles of Association to determine how the surplus is disposed of. In the ballot a majority decision of the members is to be 80% of those members present and voting at the ballot.

9. Expressions defined in the Articles of Association have the same meanings in this Memorandum of Association.

We, the persons whose names are written below, wish to be formed into a Company under this Memorandum of Association.

**NAMES AND ADDRESSES OF SUBSCRIBER**

**FRANCIS MARTIN  
TREGARTHA  
PENGOVER  
LISKEARD  
CORNWALL PL14 3NL**

*F. C. Martin*

**ROGER YOUNG  
GREAT HAYE  
LAMERTON  
TAVISTOCK  
DEVON PL19 0LJ**

*R. Young*

ROGER YOUNG

**DATED the 27 day of July 2006**

**WITNESS to the above Signatures**

**WITNESS NAME:**

**WITNESS ADDRESS:**

**OCCUPATION:**

*GK Scott*

GILLIAN SCOTT

14 Highway  
East Tophouse.

PL14 4NW.

House wife

**THE COMPANIES ACTS 1985 & 1989**

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

**ARTICLES OF ASSOCIATION**

**OF**

**EAST CORNWALL HUNT LIMITED**

**INTERPRETATION**

1. In these Articles:

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

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

“the Board or “Board of Directors” means the Board of Directors of East Cornwall Hunt Limited;

“the Chairman” means the Chairman of the Board of Directors appointed for the Hunting Year;

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

“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;

“the Company” means East Cornwall Hunt Limited;

“the Country” means the area known traditionally as East Cornwall Hunt Country;

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

“General Meeting” means a General Meeting of the Company;

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

“Hunt Subscriber” means an individual who has paid or undertakes to pay the subscription as fixed by the Board for that Hunting Year;

“Master” means Master(s) or Acting Master(s);

“Member” means a member of the Company as described in Article 2;

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

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

“Office Holder” means the person or persons appointed by the Board to hold such office as the Board shall from time to time determine;

“Subscribers” means the persons who formed 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.

## **MEMBERS**

2. The Members of the Company are:

- 2.1 the subscribers to the Memorandum and Articles of Association; and
- 2.2 the Directors; and
- 2.3 such other persons who are eligible for membership of the Company by virtue of Articles 3.1 and 3.2 and any Rule of the Company and who apply to the Company Secretary and are admitted to membership.
- 2.4 Applications for membership will be approved by the Board who must decide whether to admit or reject the applicant. The Board are not required to give reasons for their decision in the event that an application for membership of the Company is rejected.

## **ELIGIBILITY FOR MEMBERSHIP**

- 3. A person shall be eligible for the membership of the Company if he falls within one or more of the categories listed in Articles 3.1 to 3.3.
- 3.1 A Subscriber who has paid or undertakes to pay the subscription as fixed by the Board and set out in the Rules in respect of the current Hunting Year.

- 3.2 Farmers who farm not less than 20 hectares of land within the Country whose principal source of income is derived from farming land over whose land the Company, its Directors, Members, employees and invitees are permitted to undertake any lawful activities set out in the Company's Memorandum of Association.
- 3.3 Such other persons as the Board decide shall be entitled to become Members.

#### **CESSATION OF MEMBERSHIP**

4. A member will cease to be a member:
- 4.1 if he resigns by giving notice to the Company;
  - 4.2 if an individual is a Member by virtue of being a Director only, 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 if a required financial contribution to the Company remains outstanding; or
  - 4.5 if in the opinion of the Board it is undesirable that the person should continue to be a Member of the Company and a resolution of the Board to this effect is passed terminating his membership. The Board are not required to give reasons for their decision.
5. 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.

#### **REGISTER OF MEMBERS**

6. The Company must keep a Register of Members as required by the Act.



7. The Company Secretary will keep the register of Members of the Company.

#### **ANNUAL GENERAL MEETINGS**

8. The Company must hold an Annual General Meeting in May or June of each Hunting Year in addition to any other meetings held in that year.

#### **BUSINESS OF ANNUAL GENERAL MEETING**

9. The business of the Annual General Meeting shall comprise:
  - 9.1 the consideration of a report by the Director(s) for the preceding Hunting Year and the current Hunting Year;
  - 9.2 the consideration of the Accounts of the Company for the preceding Hunting Year and the formal approval of the Accounts;
  - 9.3 the appointment of the Company Secretary and Director(s) to fill any vacancies and of the Accountants for the following Hunting Year;
  - 9.4 approval of the Minutes of the last Annual General Meeting and any subsequent Extraordinary General Meetings;
  - 9.5 confirmation of the appointment of the Chairman to any committee of the Company, subscription rates and other arrangements for the coming Hunting Year; and
  - 9.6 such other business of which seven (7) days notice has been given to the Chairman of any committee of the Company.

#### **EXTRAORDINARY GENERAL MEETINGS**

10. An Extraordinary General Meeting may be called at the discretion of the Board; and must be called on receipt of a requisition by ten per cent (10%) of Members of the Company in accordance with the Act.
11. Any Annual General Meeting and a meeting called for the passing of a special resolution must be called by at least twenty one clear days'

notice, and all other general meetings must be called by at least fourteen (14) clear days' notice. A meeting of the Company may be called by shorter notice if it is so agreed.

12. A notice in respect of a general meeting 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. No Member or Director may propose a motion from the floor.
13. Notice must be given to the Members 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.
14. No business other than that specified in the notice of the meeting will be transacted at an Extraordinary General Meeting.

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

15. A general meeting is not valid unless a quorum of Members of the Company is present throughout the meeting; the quorum is fifteen (15) Members of the Company present in person.
16. If a quorum is not present within fifteen (15) 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.
17. 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 fifteen (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.

18. 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 thirty (30) days or more, in which case notice must be given as in the case of the original meeting.
19. At any general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded by the Chairman.
20. Unless a poll is demanded, 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.
21. If a poll is demanded it 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.
22. A poll demanded on the election of a Chairman, or on a question of adjournment of a meeting, must be taken immediately. A poll demanded

on any other question may be taken at such time as the Chairman directs. 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.

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

23. The following Articles 24 to 29 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.
24. Any notice to be given under these Articles must be in writing.
25. The Company may give any notice to a member by handing it to him personally, or by sending it by post 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.
26. 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.
27. 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. A notice is deemed to be given at the expiration of forty eight (48) hours after it was posted.
28. Subject to the provisions of the Act 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 (2) 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.

29. The Company 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.

#### **VOTES OF MEMBERS**

30. With the exception of the Chairman, every Member 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.

#### **PROXIES AND REPRESENTATIVES**

31. A Member of the Company may appoint a proxy to attend general meetings in his place and to vote on a poll but not on a show of hands. The proxy form must be in writing in the form set out in Article 57 or as near to one of those forms as possible, and signed by the Member or by another person under a power of attorney granted by a Member. In the case of a Member which is a company, the proxy form must be in writing and signed by two directors or a director and the secretary of the company. A proxy must be a Member of the Company.
32. The proxy form (and the power of attorney, if any, under which it is signed, or a copy of that power certified by a solicitor) must be deposited at the registered office of the Company, or at another place within the United Kingdom specified for that purpose in the notice

convening the meeting, not less than forty eight (48) hours before the time set for the meeting or adjourned meeting in question; or, in the case of a poll, not less than twenty four (24) hours before the time appointed for the taking of the poll. If this Article is not complied with the proxy form is invalid.

33. A vote given or poll demanded by a proxy for a Member, or by the authorised representative of a Member which is an organisation remains valid despite the previous revocation of the authority of proxy or representative unless notice of revocation was received by the Company at its registered office before the start of the meeting or adjourned meeting in question.

#### **BOARD OF DIRECTORS**

34. The first Director(s) of the Company are those named in the statement submitted to the registrar of companies on incorporation of the Company.

35. 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.

36. No person may be appointed as a Director at any general meeting unless:

36.1 he is recommended by the Directors; or

36.2 at least twenty eight (28) clear 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.

37. A notice of a general meeting of the Company must include the name of any person who is recommended by the Board for appointment or re-appointment as a Director at the meeting, or in respect of whom notice has been duly given to the Company under Article 36.2 above.
38. 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.
39. 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 general meeting. If a co-opted Director is not re-appointed at that general meeting, he will automatically vacate office at the end of the meeting.

#### **FUNCTION OF THE BOARD**

40. The Board will be responsible to the Members of the Company for:-
  - 40.1 achieving the objects of the Company and for the management of its financial and other affairs and activities; and
  - 40.2 making recommendations to the Annual General Meeting for the running of the Country and for subscriptions.

#### **CESSATION/REMOVAL OF DIRECTORS**

41. A Director will cease to be a Director:
  - 41.1 if he resigns his directorship by giving notice to the Company;

- 41.2 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, or he is convicted of an offence the commission of which by a Director could in the opinion of the other Directors bring the Company into disrepute;
  - 41.3 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
  - 41.4 if he is disqualified under the Company Directors Disqualification Act 1986 or otherwise.
42. Director who retires or resigns may be invited and/or apply to be a Member.

#### **POWERS OF THE BOARD OF DIRECTORS**

43. 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 53. In particular the Board may:-
- 43.1 institute, conduct, defend, compound or abandon legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company; and
  - 43.2 refer any claims or demands by or against the Company to arbitration and observe and perform the awards.



#### **MEETINGS OF THE BOARD OF DIRECTORS**

44. The Board may be called by giving at least forty eight (48) hours notice to each Director. The Board shall meet at least twice during the Hunting Year. Questions arising at any Board meeting will be decided by a majority of votes of those Directors present at the meeting. In the event of an equality of votes the Chairman (if any) shall have a second or casting vote.
45. A Board meeting is not valid unless a quorum is present throughout the meeting. The quorum is fifty per cent (50%) of the Directors then holding office.
46. The Chairman of the Board (if any) will preside at every Board meeting. If at any Board meeting the Chairman is not present within fifteen (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.

#### **VOTES OF DIRECTORS AT BOARD MEETINGS**

47. Every Director of the Company has one vote at Board meetings with the exception of the Chairman. In the case of an equality of votes on any question the Chairman has a second or casting vote. The Company Secretary will not have a vote unless he was elected as a Director in his own right.

#### **MINUTES OF BOARD MEETINGS**

48. The Company 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.

## **DELEGATION OF POWERS OF THE BOARD OF DIRECTORS**

49. The Board may delegate any of its powers to committees consisting of such Directors, Members of the Company and others as it thinks fit: in the exercise of the delegated powers committee must conform to any regulations which may be imposed by the Director(s) or by Rules made under Article 53.

## **COMPANY SECRETARY**

50. 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.

## **ACCOUNTS**

51. The accounts of the Company must be checked and examined as soon as practicable after the end of each financial year by an independent accountant who is not a Member and whom the Directors reasonably believe is qualified to perform this task. These accounts should be made available to the Members.

## **SEAL**

52. 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.

## **RULES**

53. 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 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.

#### **DISPUTES**

54. Any dispute concerning the interpretation of Rules of the Company is to be determined by the Board whose decision shall be final and binding upon all Members of the Company. In the event of a dispute between the Master or Masters and the Board of Directors the matter is to be referred to arbitration by the Masters of Foxhounds Association (or any successor body) or their legal advisors whose decision will be final.

#### **INDEMNITY**

55. Subject to the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every Director, Company 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.

56. Subject to the Act, the Company may purchase and maintain for any Director, Company Secretary, employee or officer of the Company, insurance cover against any liability which may attach to him by virtue of any rule of law in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Company, and against all costs, charges, losses, expenses and liabilities incurred by him and for which he is entitled to be indemnified by the Company under Article 55.

57. The form of proxy referred to in Article 31 is as follows:-

**EAST CORNWALL HUNT LIMITED**

I, *[name]*

of *[address]*

being a Member of the above Company, appoint *[name of proxy]*

of *[address of proxy]*

or failing him/her *[name of alternative proxy]*

of *[address of alternative proxy]*

as my proxy to vote for me on my behalf at the General Meeting of the Company to be held on *[date]* and at any adjournment, and to join in any demand for a poll in accordance with the Articles.

Signature: .....

Date: .....

We, the persons whose names are written below, wish to be formed into a Company under these Articles of Association:

**NAMES AND ADDRESSES OF SUBSCRIBERS**

**FRANCIS MARTIN  
TREGARTHA  
PENGOVER  
LISKEARD  
CORNWALL PL14 3NL**

*F.C. Martin.* ✓

**ROGER YOUNG  
GREAT HAYE  
LAMERTON  
TAVISTOCK  
DEVON PL19 0LJ**

*[Signature]* ✓

ROGER YOUNG,

**DATED the 27 day of July 2006**

**WITNESS to the above Signatures.**

**WITNESS NAME:**

*GK Scott.*

**WITNESS ADDRESS:**

*GILLIAN SCOTT.* ✓

**OCCUPATION:**

*14 Highway  
East Tophouse.  
PL14 4NW.  
House wife*