

Ludlow Hunt Ltd
(a company limited by guarantee)

Articles of Association adopted on 12th August 2012
Amended Articles of Association adopted on 1st May 2023

1 DEFINITIONS

"Accounts" means the accounts of the Company required under the Act.

"Act" means the Companies Act 2006.

"AGM" means an annual general meeting of the Hunt Membership.

"Ancillary Organisations" means bodies or groups of people authorised by the Committee to raise funds for the Hunt through their activities, including but not limited to the Hunt Supporters Club, the Hunt Club, the Hunt Point-to-Point, the Hunt Ball, the Hunter Trials, the Hunt Show.

"Ancillary Activities" means activities carried out by the Ancillary Organisations to raise funds for the Hunt.

"Articles" means these articles of association of the Company.

"Chairman" means the Chairman of the Committee for the time being of any Vice-Chairman or other person authorised to act on behalf of or in substitution for the Chairman;

"Committee" means the committee in which the general conduct and management of the Hunt is vested as provided in these Articles and which shall constitute a general committee of the Company.

"Committee Liabilities" means any and all losses, liabilities, costs, charges and expenses arising from the Hunting Activities and Ancillary Activities as set out in the 2nd Schedule to these Articles.

"Company" means Ludlow Hunt Ltd.

"Designated Assets" means the assets set out in Part 1 of the 1st Schedule to these Articles.

"Director" means a director of the Company, including any person occupying the position of director, by whatever name called.

"EGM" means an extraordinary general meeting of the Hunt Membership.

"Elected Committee Members" means those Committee members elected or co-opted as provided in Article 7 below.

"Ex-Officio Committee Members" means the following office holders:

- the Members of the Company
- the Directors
- the chairman of the Ludlow Hunt Supporters Club
- the chairman of the Ludlow Hunt Club
- the district commissioner of the Ludlow Hunt Pony Club
- the chairman of the Ludlow Hunt Point-to-Point Committee
- the secretary of the Ludlow Hunt Show
- any appointed field master of the Hunt who is not a Master

and such other office holders as the Committee shall determine.

"Hound Trustees" means the keepers of the Ludlow Hunt and BHSa Stud Book who are authorised by the Committee to oversee the minimum and maximum number of foxhounds in the Pack; and to oversee breeding plans for the Pack; and to oversee the coming in and going out of draft hounds.

"Hunt" means the affairs and activities of the Ludlow Hunt carried on by the Company.

"Hunt Accounts" means the accounts of the Hunt prepared by the Committee for any period ending on 30th April.

"Hunt Country" means those areas of Shropshire, Worcestershire and Herefordshire over which the Hunt is permitted to hunt by the BHSa or by permission of an adjacent pack or by custom.

"Hunting Activities" means:

- a) trail hunting, hound exercise or exempt hunting as set in the Hunting Act 2004 with the agreement of local landowners and farmers within the Hunt Country; and
- b) inviting attendance by the Hunt Membership according to their subscription and by visitors where appropriate at times and locations published in advance;

"Hunt Horses" means the horses provided by the Committee and used by the Company employees and assistants for the purpose of the Hunting Activities.

"Hunt Membership" means:

- a) the Directors; and
- b) the Officers of the Hunt; and
- c) the Ex-Officio Committee Members; and

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- d) Hunt Subscribers aged 18 or over at the start of a Seasonal Year, but excluding any point-to-point subscribers; and
- e) landowners and farmers who own or farm land or coverts in the Hunt Country over which hounds are permitted access; and
- f) puppy walkers for the current Seasonal Year as determined by the Senior Master, with the aid of the Huntsman, and notified to the Committee;

provided that the decision of the Hunt Chairman or of any Officer of the Hunt acting in the Hunt Chairman's place shall be final as to any person's eligibility for Hunt Membership.

"Hunt Subscriber" means a person who has within the last 12 months paid an applicable Hunt Subscription either:

- a) in full; or
- b) in part, where a standing order or direct debit for a Hunt Subscription exists in a form acceptable to the Committee and the first instalment and any subsequent instalments have been paid when due.

"Hunt Subscription" means a subscription to the Hunt as determined by the Committee for any Seasonal Year.

"Master(s)" means any Master(s) appointed by the Committee as provided in Article 7 below.

"Masters' Sub-Committee" means a sub-committee of the Committee of which the members are Master(s).

"Member of the Company" has the meaning given in section 112 of the Act.

"BHSA" means the British Hound Sports Association, including any successor body in name or substance.

"Officers of the Hunt" shall mean those officers elected as provided in Article 7 below to hold the following offices in the Committee:

- the Hunt Chairman
- the Hunt Vice-Chairman
- the Hunt Treasurer
- the Hunt Secretary
- the Hunt Field Secretary

including any joint holders of these offices.

"Pack" means the pack of not less than 40 foxhound couples excluding the Young Entry (or any other number subsequently agreed in writing by the Chairman and the Hound Trustees) owned by the Committee.

"Residential Properties" means the properties set out in Part 2 of the 1st Schedule to these Articles.

"Seasonal Year" means the period starting on 1st May of each year and ending on 30th April of the following year.

"Vehicles" means the vehicles set out in Part 3 of the 1st Schedule to these Articles.

"Young Entry" means the young foxhounds which have been bred or acquired with the aim of joining the pack in due course.

"writing" shall include words in visible electronic form.

"he" and "his" shall be interchangeable for "she" and "her."

2 OBJECTS: NOT FOR PROFIT

2.1 The Company shall raise funds by way of subscriptions, caps, donations, and sporting and social events, and shall supervise the application of such funds for the benefit of the Hunt including any related affairs and activities.

2.2 Any surplus of income over expenditure of the Company howsoever arising shall be applied for the benefit of the Hunt and shall in no circumstances be distributed to Members of the Company or to any other persons (save for small charitable donations).

3 MODEL ARTICLES SHALL NOT APPLY

Neither the model articles for private companies limited by guarantee prescribed pursuant to the Act nor any other articles of association (whether prescribed pursuant to the Act or set out in any other statute, statutory instrument or other subordinate legislation concerning companies) shall apply to the Company.

4 LIABILITY OF MEMBERS OF THE COMPANY

The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- 4.1 payment of the Company's debts and liabilities contracted before he ceases to be a Member,
- 4.2 payment of the costs, charges and expenses of winding up, and
- 4.3 adjustment of the rights of the contributories among themselves.

5 MEMBERS OF THE COMPANY

- 5.1 No person shall become a Member of the Company unless:
 - 5.1.1 that person has completed an application for membership in a form approved by the Directors, and
 - 5.1.2 the Directors have approved the application.
- 5.2 A Member may withdraw from membership by giving 7 days' notice to the Company in writing.
- 5.3 Membership is not transferable.
- 5.4 A person's membership ceases when that person dies or ceases to exist.

6 DIRECTORS

- 6.1 The Company shall have no more than five Directors.
- 6.2 The Directors must ensure that the Company keeps a record in writing of every decision made for at least 10 years from the date thereof.
- 6.3 Directors shall be proposed at the AGM for appointment or re-appointment for the next Seasonal Year.
- 6.4 The Directors shall have the power to fill by co-option until the end of the current Seasonal Year a vacancy in their number arising after the last AGM.
- 6.5 Directors shall not be entitled to remuneration for their services except as may be proposed and approved at an AGM or EGM.
- 6.6 A person ceases to be a Director as soon as:
 - 6.6.1 that person ceases to be a Director by virtue of any provision of the Act or is prohibited from being a director by law;
 - 6.6.2 a bankruptcy order is made against that person;
 - 6.6.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 6.6.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
 - 6.6.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
 - 6.6.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.

7 COMMITTEE

- 7.1 The Committee shall be a general committee of the Company.
 - 7.2 The Committee shall manage the affairs of the Hunt.
 - 7.3 The Committee shall have the following members:
 - a) the Officers of the Hunt;
 - b) the Elected Committee Members;
 - c) the Ex-Officio Committee Members.
 - 7.4 The Officers of the Hunt shall be elected each year at the AGM to serve for the next Seasonal Year, provided that they may fill by co-option until the end of the current Seasonal Year a vacancy in their number arising after the last AGM.
 - 7.5 The Elected Committee Members:
 - a) shall be elected at the AGM from amongst the Hunt Membership to serve for the next 3 Seasonal Years or, if earlier, until ceasing to be in the Hunt Membership; and
 - b) shall number not more than eighteen, of whom not more than nine will be Hunt Subscribers and not more than nine will be landowners or farmers in the Hunt Membership and of whom one-third shall retire by rotation at the end of each Seasonal Year; and
 - c) upon ceasing to serve, shall not be eligible to serve again until after the end of the next Seasonal Year;
- provided that the Committee may co-opt up to three persons from the Hunt Membership to fill until the end of the current Seasonal Year any vacancies in the Elected Committee Members arising after the last AGM.
- 7.6 The Committee shall make recommendations to the AGM regarding the appointment or election of Directors, Officers of the Hunt, and Elected Committee Members.
 - 7.7 The Committee shall appoint the Master(s), subject to confirmation at the next AGM or EGM, and shall ensure that each Master is or will become a member of the BHSA.
 - 7.8 The Committee shall meet not less than twice in each Seasonal Year.
 - 7.9 Ten Committee members shall constitute a quorum at any Committee meeting.

- 7.10 Any Master who is not a Committee Member shall be entitled to attend but not to vote at any Committee meeting.
- 7.11 Any Master who is a Committee Member, by virtue of his being an Officer of the Hunt or an Elected Committee Member or an Ex-Officio Committee Member, shall not vote at any Committee meeting.
- 7.12 In the event of an equal vote at any meeting of the Committee, the Hunt Chairman or, in his absence, the person chairing the meeting shall have a deciding vote.
- 7.14 The Committee shall take out such insurance cover for the Hunt, the Master(s), and the Ancillary Organisations as it considers prudent after consideration of the recommendations of the BHSA.
- 7.15 Subject to these Articles, the Committee shall follow the rules, instructions, and public relations directives of the BHSA.

8 GENERAL MEETINGS

- 8.1 The Committee shall direct the Hunt Secretary to convene an AGM of the Hunt Membership to be held no later than 1st February in each Seasonal Year.
- 8.2 The business of the AGM shall include:
- 8.2.1 consideration of a written or oral report by the Hunt Treasurer on the Hunt Accounts for the preceding period;
 - 8.2.2 consideration of a written or oral report by the Master(s) on the current and preceding Seasonal Years and future prospects;
 - 8.2.3 consideration of a written or oral report by the Hunt Chairman on the current and preceding Seasonal Years and future prospects;
 - 8.2.4 confirmation of the appointment of Master(s) for the next Seasonal Year and the related terms of such appointment;
 - 8.2.5 election of the Officers of the Hunt for the next Seasonal Year;
 - 8.2.6 election of Elected Committee Members to replace retirements and/or to fill any vacancies;
 - 8.2.7 confirmation of the appointment or re-appointment of Directors for the next Seasonal Year;
 - 8.2.8 such other business as the Committee may decide.
- 8.3 An EGM of the Hunt Membership may be convened either:
- a) by a resolution of the Committee, or
 - b) by any twenty persons from the Hunt Membership signing a written notice requiring the Hunt Secretary to convene an EGM to consider and, if thought fit, to approve any resolution validly submitted.
- 8.4 Not less than 14 days' notice must be given of any AGM or EGM, and for this purpose such notice shall be deemed to have been given when posted on the Hunt's website or sent electronically by the Hunt Chairman or Hunt Secretary to the electronic addresses of the Hunt Membership held by the Hunt Secretary.
- 8.5 No resolution may be put to an AGM or EGM, and no nomination for Officers of the Hunt or Elected Committee Members may be put to an AGM, unless notice in writing has been received by the Hunt Chairman or Hunt Secretary not less than 7 days before the meeting.
- 8.6 The chairman of the meeting at any AGM or EGM shall be the Hunt Chairman or, if absent, the Hunt Vice-Chairman or, if both are absent, a person from the Hunt Membership nominated by them.
- 8.7 Only persons in the Hunt Membership shall be entitled to vote at an AGM or an EGM.
- 8.8 Fifteen of those entitled to vote shall constitute a quorum at any AGM or EGM.
- 8.9 Voting at any AGM or EGM shall be decided by a simple majority of those voting thereon, except that:
- 8.9.1 any resolution to change these Articles or to dissolve the Hunt under Article 11 below shall require a 75% majority of those voting thereon;
 - 8.9.2 in the event of an equal vote, the chairman of the meeting shall have a deciding vote;
 - 8.9.3 the chairman of the meeting may at his discretion require a poll on any resolution for the appointment or removal of any Director or Officer of the Hunt in such manner and at such time as he may decide.

9 MASTER(S)

- 9.1 Upon appointment of the Master(s) for any Seasonal Year, the Committee will enter into a Memorandum of Understanding with the Master(s) ("the Masters' Memorandum of Understanding") for that Seasonal Year in accordance with the BHSA's recommendations.
- 9.2 The Masters' Memorandum of Understanding shall terminate at the end of the Seasonal Year to which it relates unless it is renewed for a further Seasonal Year by agreement in writing between the parties, provided that when there is a change in any individual Master between one Seasonal Year and

the next no such renewal shall be permitted and a new Masters' Memorandum of Understanding must be entered into.

9.3 The Master(s) shall be responsible for running the Hunt Country during the Seasonal Year according to the terms of their Memorandum of Understanding with the Committee.

9.4 The Master(s) are responsible to the Committee during Hunting Activities for the behaviour of hunt staff and of the mounted and foot followers. They may delegate part of their duties through a field master or other individual appointed by them with the prior approval of the Committee provided that they retain ultimate and full responsibility.

9.5 The Masters' Memorandum of Understanding shall contain the number of days' hunting.

9.6 The Masters' Memorandum of Understanding shall contain details of the financial arrangements between the Committee and the Master(s).

10 ACCOUNTS AND ADMINISTRATION

10.1 The Committee shall be responsible for raising money for the Hunt, whether directly or by authorising the activities of the Ancillary Organisations.

10.2 The Hunt Treasurer shall keep and maintain full and proper books of account of the Hunt's income and expenditure and the Committee shall be responsible for obtaining necessary information from the Master(s), the Officers of the Hunt and other bodies for this purpose.

10.3 The Hunt Treasurer shall prepare the Hunt Accounts at the end of each Seasonal Year consisting of an income and expenditure account and a balance sheet:

10.3.1 in a form suitable for the Company to use in preparing the Accounts;

10.3.2 by a date which allows sufficient time to prepare the Accounts within the time allowed under section 442 of the Act.

10.4 The Hunt Accounts shall be made available for inspection by any of the Hunt Membership and shall be included in the Hunt Treasurer's report to the AGM.

11 OBLIGATIONS

11.1 The Company acting through the Committee shall permit the use of the Designated Assets, the Residential Properties and the Vehicles subject to the terms of any applicable insurance policies, for specific purposes and specific periods by employees of the Company, Hunt Officers, Masters and third parties as authorised by the Committee.

12 RE-ORGANISATION

12.1 If in the opinion of the Committee it becomes impossible to carry on the Hunt the Committee shall call an EGM to consider and, if thought fit, to pass a resolution to merge the Hunt with another hunt or to place the Hunt in suspension. Upon the passing of a resolution to place the Hunt in suspension, the Committee shall settle all outstanding debts, liabilities and obligations of the Hunt and shall realise such property and assets as will support a period of suspension and it shall be the duty of the Committee to administer the residual assets of the Hunt so as to resume the activities of the Hunt at the end of the period of suspension.

12.2 If, after a resolution has been passed to place the Hunt in suspension, in the opinion of the Committee it is practicable to resume the activities of the Hunt, the Committee (as directed by resolution) shall take all necessary action for this purpose.

12.3 If, after a resolution has been passed to place the Hunt in suspension, in the opinion of the Committee the Hunt should be dissolved, the Committee shall call an EGM to consider and, if thought fit, to pass a resolution to dissolve the Hunt. Such a resolution shall not be valid unless it shall be passed by a 75% majority of those voting thereon.

12.4 If an EGM is called to consider a resolution to place the Hunt in suspension or to dissolve the Hunt, the Committee may at its discretion make arrangements for votes to be given by proxy.

12.5 If a resolution to dissolve the Hunt is passed pursuant to Article 11.3, the Hunt shall be dissolved and its affairs wound up by the Committee and the Directors shall thereupon proceed to dissolve the Company and wind up its affairs.

13 WINDING UP

13.1 If the Company is wound up or dissolved, any monies and assets remaining after satisfaction of all debts, liabilities and obligations of the Hunt and the Company shall be donated to a body or bodies concerned with or relating to field sports or equestrian activities and/or to those formerly employed therein selected by the Directors upon the advice of the Committee and (if more than one) in proportions determined by them.

13.2 In no circumstances shall any surplus upon a winding up of the Company be paid to or applied for the benefit of any Member.

LUDLOW HUNT LTD ARTICLES OF ASSOCIATION SCHEDULES

1st SCHEDULE

Part 1 Designated Assets

Hunt Kennels, Puppy Kennels, Outbuildings, Stables and Paddocks situated at Caynham, Ludlow SY8 4JZ

Kennels and Stables equipment

Part 2 Residential Properties

Kennelman's Cottage, Caynham, Ludlow SY8 4JZ

Huntsman's Cottage, Caynham, Ludlow SY8 4JZ

Stable Cottage, Caynham, Ludlow SY8 4JZ

Part 3 Vehicles

HGV Lorry, Pick-up truck, Catering trailer, Manitou, Deadstock trailer, Horse trailer

2nd SCHEDULE

"Committee Liabilities" means any and all losses, liabilities, costs (including but not limited to the reasonable costs of legal or expert advice), charges and expenses arising from the Hunting Activities and Ancillary Activities in respect of:

- (i) loss of or damage to crops, fences, property, livestock or poultry claimed against the Master(s), the Company employees or their assistants or contractors in the course of the Hunting Activities (other than where this is due to the neglect or failure to observe the rules of the BHSA);
- (ii) loss or damage claimed against the Master(s), the Company employees or their assistants or contractors in the course of the Ancillary Activities;
- (iii) Employer's Liability and Public/Products/Pollution Liability insurances for not less than £10 million each covering the Hunting Activities and Ancillary Activities;
- (iv) repairs and maintenance, council tax or business rates as applicable, insurance of buildings and contents, and drainage and water rates for each of the Designated Assets and Residential Properties;
- (v) servicing, repairs and maintenance, MoT, road taxes, and fully comprehensive insurance for the Hunt employees and assistants for each of the Vehicles where applicable;
- (vi) costs of the care and welfare of the Pack and the Hunt Horses, including insurance for the Hunt Horses where required by the Committee;
- (vii) salaries and other employment costs of the Company employees and assistants;
- (viii) redundancy payments for any Company employees when such redundancy has been agreed by the Chairman;
- (ix) the Point-to-Point, the Puppy Show and other fundraising or social events organised by or on behalf of the Committee or the Ancillary Organisations;
- (x) payments to the BHSA on behalf of the Hunt.