

ARTICLES OF ASSOCIATION
of
SCOTTISH GAMEKEEPERS ASSOCIATION

2017

THE COMPANIES ACT 2006

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

**ARTICLES OF ASSOCIATION
OF
SCOTTISH GAMEKEEPERS ASSOCIATION**

1. **PRELIMINARY**

The model articles for private companies limited by guarantee contained in Schedule 2 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles shall not apply to this Company, but the following shall be the Articles of Association of the Company.

2. **INTERPRETATION**

2.1. In these Articles, the words and expressions below shall have the following meanings unless the context requires otherwise:-

"the Act" means the Companies Act 2006;

"Articles" means these articles of association together with any duly authorised amendments or alterations from time to time, and the term "Article" shall be construed accordingly.

"the Board" means the Board of Directors of the Company;

"the Charitable Company" means Scottish Gamekeepers Association Charitable Trust, a private company limited by guarantee incorporated in Scotland (Company Number SC386844) and having its Registered Office at Inveralmond Business Centre, 6 Auld Bond Road, Perth and being

registered as a charity in Scotland with
Charity Registration Number SC042030;

“Chairman” means the Chairman of the Board appointed
in accordance with Articles 10.6 and 10.7;

"the Company" means Scottish Gamekeepers Association, a
not for profit company limited by guarantee;

"Director" means an individual (of 18 years of age and
over) duly appointed as a member of the
Board in accordance with these Articles;

"in writing" means written, printed, electronic (such as
email), typewritten, telexed, faxed,
lithographed or produced or any other mode of
representing or reproducing words in a legible
or non-transitory form or partly one and party
another;

"Member" means any person who has (a) agreed to
become a member in accordance with Article 4
or (b) been appointed as a Director and whose
name is registered in the Register of Members
of the Company and "Members" shall be
construed accordingly;

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

"special resolution" means a resolution passed by not less than
75% of the members entitled to vote in person
at a general meeting of the Company;

"year" means a calendar year.

Unless the contrary intention appears:

- 2.2. words importing the singular number shall include the plural number and vice versa;
- 2.3. words importing a particular gender include any gender;
- 2.4. reference to a "person" includes any natural person (male or female) or any legal person, body, firm or organisation, incorporated or unincorporated, and any other person;
- 2.5. the headings in these Articles are for convenience only and shall not affect the construction of the Articles;
- 2.6. words and expressions defined in the Act shall bear the same meaning in these Articles, including any statutory modifications to those defined terms, not in force at the date these Articles become being binding on the Company;
- 2.7. save as aforesaid, any words expressions defined in the Act shall, if not inconsistent with the subjects or context, bear the same meaning in these Articles.

3. **NAME, REGISTERED OFFICE & OBJECTS**

- 3.1. The name of the Company is "Scottish Gamekeepers Association".
- 3.2. The registered office of the Company is situated in Scotland.
- 3.3. The principal object for which the Company is established is:-

To make representations to government on legislation and other public matters which affect the business or professional interests of its members, members of the general public and others who enjoy the countryside.

The Company's other objects are as follows:-

- 3.3.1. To promote the work of gamekeepers, stalkers, ghillies, rangers and such similar persons do for the good of the countryside and its management;

3.3.2. To promote the welfare of gamekeepers, stalkers, ghillies, rangers and such similar persons when issues concerning their jobs come under attack from pressure groups and government policies;

3.3.3. To liaise with other shooting organisations and rural alliances and to point out the implications should shooting ever be restricted in Scotland;

In furtherance of such objects but not further or otherwise:-

3.3.3.1. To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property;

3.3.3.2. To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trademarks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire;

3.3.3.3. To acquire the assets and undertaking of any organisation, person, firm or company where such would be beneficial in any respect to the undertaking and aims of the Company.

3.3.3.4. To improve, manage, construct, repair, develop, exchange, let on lease otherwise, mortgage, charge, sell, dispose of, turn to account, 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;

3.3.3.5. To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;

3.3.3.6. To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or may be connected with any town or place where the Company carries on business;

3.3.3.7. To assist with the promotion by whatever means appropriate, of the Charitable Company;

3.3.3.8. To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any heritable (real) or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's aims;

3.3.3.9. To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's aims, or the Charitable Company's purposes;

3.3.3.10. To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise and by or through agents, brokers,

sub-contractors or otherwise and either alone or in conjunction with others;

3.3.3.11. To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them;

3.3.3.12. To arrange and maintain insurance on behalf of the Company and the Charitable Company;

3.3.3.13. To provide day to day administration services to the Charitable Company;

3.3.3.14. To promote or to assist in promoting activities in furtherance of the aims and objects of the Company or the Charitable Company;

3.3.3.15. to take such steps as may appear to the Board appropriate to protect, preserve and enhance the objects of the Company and the Charitable Company;

3.3.3.16. To control the funds of the Company and to make such payments as it considers reasonable;

3.3.3.17. To alter the Articles of Association;

3.3.3.18. To employ and dismiss full and part time employees, hire consultants and set terms and conditions of employment;

3.3.3.19. To do all things necessary for the attainment of the objects and so far as may be necessary or desirable to do so in collaboration with any person, body, institution, authority or otherwise; and

3.3.3.20. To publish a magazine;

4. **MEMBERS**

- 4.1. The subscribers to the Memorandum of Association of the Company and such other persons as are admitted to membership in accordance with the Articles shall be the members of the Company. No person shall be admitted a member of the Company unless he is (a) a person within the categories set out in Article 4.4 and (b) approved by the Board. Every person who wishes to become a member shall deliver to the Company a written application for membership in such form as the Board requires, duly signed by him.
- 4.2. Unless otherwise determined by a special resolution of the Members there will be a minimum of one but there shall no maximum numbers of Members.
- 4.3. A Member may at any time withdraw from the Company by giving at least 14 clear days' written notice to the Company. Membership (in the sense of Members whose names are entered on the register of members of the Company) shall not be transferable and shall cease on death. The Board may also at its discretion (in consultation with the Board) resolve to terminate the membership of any Member if they believe it to be in the best interests of the Company so to do.
- 4.4. Membership of the Company shall be open to the following classes of Members ("Classes"):-
- 4.4.1. persons employed as a gamekeeper, stalker, ghillie or ranger;
 - 4.4.2. persons or organisations who donate funds to the Company;
 - 4.4.3. persons who the Board consider to be appropriate persons due to their skills;
 - 4.4.4. persons who the Board (in their sole discretion) appoint as Honorary Members; and
 - 4.4.5. persons under the age of 16 who show interest in the work and objects of the Company;

4.5. In each calendar year a Member shall pay a subscription to the Company of such an amount as the Board shall from time to time determine; the amount of subscription can be set at different levels for different Classes.

4.6. Any person appointed as a Director shall be deemed to be a Member.

5. **ANNUAL GENERAL MEETINGS**

5.1. The Company shall in each calendar year hold an annual general meeting of its members not later than by 1st November in each year, on a date fixed by the Board and advertised in writing at least two weeks in advance.

5.2. The purpose of the annual general meeting shall be *inter alia* to transact the following business of the Company:-

5.2.1. to receive, and if approved, to adopt a statement of the Company's accounts for the preceding year; and

5.2.2. to deal with any special matter which the Board may desire to bring before the membership.

5.3. A general meeting shall be called and held in accordance with the provisions of the Act.

6. **PROCEEDINGS AT GENERAL MEETINGS**

6.1. At all meetings the vote of the majority shall prevail.

6.2. The Chairman shall have, in addition to a deliberative vote, a casting vote in the case of an equality of votes.

6.3. Fifteen (15) members shall be necessary to constitute a quorum at any general meeting of the Company duly convened under these Articles.

6.4. If a quorum is not present within half an hour from the time appointed for a meeting, or if during a meeting such quorum ceases to be present, the meeting if convened on the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the

same time and place or to such time and place as the Board may determine at which time those attending shall constitute the quorum.

7. VOTES OF MEMBERS AT GENERAL MEETINGS

7.1. All votes of the members shall, unless otherwise agreed among the members present at the meeting in question, be taken by secret ballot. For the avoidance of doubt, there shall be no voting by proxy.

7.2. Upon the request of any member, a record of the votes cast shall be kept by the Secretary.

7.3. The Board shall cause proper records of the proceedings and resolutions to be kept.

8. NUMBER OF DIRECTORS

8.1. There shall be a Board consisting of certain individuals with relevant skills and experience and unless otherwise determined by a special resolution there will be a minimum of one but there shall be a maximum of fifteen Directors.

9. METHODS OF APPOINTING AND TERMINATING APPOINTMENT OF DIRECTORS

9.1. Any person who is willing to act as a Director, and is permitted by law to do so, may be appointed to be a Director by a decision of the Directors.

9.2. A person ceases to be a Director as soon as:-

9.2.1. That person ceases to be a Director by virtue of any provision of the Companies Act 2006 or is prohibited from being a Director by law or;

9.2.2. A bankruptcy order is made against that person or;

9.2.3. A composition is made with that person's creditors generally in satisfaction of that person's debts or;

9.2.4. 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 far more than three months or;

9.2.5. 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 or;

9.2.6. Notification is received by the Company from the Director that the Director is resigning from office, and such registration has taken effect accordance with its terms.

10. DIRECTORS POWERS ETC.

10.1. Directors shall be entitled to reclaim from the Company all expenditure necessarily incurred by them in connection with the discharge of their duties.

10.2. Subject to the Articles the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

10.3. Subject to the Articles:-

10.3.1. the Directors may delegate any of the powers which are conferred on them under the Articles:-

10.3.1.1. to such person or committee;

10.3.1.2. by such means (including by power of attorney);

10.3.1.3. to such an extent;

10.3.1.4. in relation to such matters or territories; and

10.3.1.5. on such terms and conditions;

as they think fit

10.3.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

- 10.3.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 10.4. Committees to which the Directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.
- 10.5. The Directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.
- 10.6. The Directors shall appoint a Chairman from among their number who shall chair all meetings of the Board and the Company.
- 10.7. If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:-
- 10.7.1. the Directors present, or
- 10.7.2. if no Directors are present, the meeting,
- must appoint a Director or Member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

11. **CALLING OF AND PROCEEDINGS AT MEETINGS OF THE BOARD**

- 11.1. Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice.
- 11.2. Notice of any Directors' meeting must indicate:-
- 11.2.1. its proposed date and time;
- 11.2.2. where it is to take place; and
- 11.2.3. if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

- 11.3. Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 11.4. Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- 11.5. At all meetings the vote of the majority shall prevail.
- 11.6. The Chairman shall have, in addition to a deliberative vote, a casting vote in the case of equality of votes.
- 11.7. Two Directors shall be necessary to constitute a quorum at any meeting of the Board. Provided, however, that in the event that those shall only be a single Director then such Director shall constitute the quorum.
- 11.8. If, within half an hour (or such longer time not exceeding one hour as the Chairman decides) from the time appointed for the meeting, a quorum is not present, the meeting shall be adjourned to the same day in the next week at the same place, or to such other day and at such time and place as the Chairman or, failing him the Directors determine. At the adjourned meeting, the quorum shall be a single Director.

12. **ACCOUNTS**

- 12.1. The Board shall cause to be kept such books of account as are necessary to exhibit and explain the transactions and financial position of the Company, and to give a true and fair view of the state of affairs of the Company.
- 12.2. The annual accounts of the Company shall be balanced each year as at 31st December and shall be examined by an appropriately qualified professional to be appointed at the preceding annual general meeting.

13. **ACCOUNTING**

Once at least in every year the accounts of the Company shall be independently examined by one or more properly qualified accountant or accountants. Accountants of the Company shall be appointed and if the accountant or accountants are required to act as auditors, then their duties shall be regulated in accordance with the provisions of Sections 485 to 488 of the Act or other statutory provisions as to audit for the time being in force, and in construing the said sections the board shall be treated as the Directors in the said sections.

14. **NOTICES**

14.1. Any notice may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter, addressed to such person at his registered address as appearing in the register of members.

14.2. Any person described in the register of members by an address not within the United Kingdom, who shall from time to time give to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, but save as aforesaid, only Members described in the register or list aforesaid by an address within the United Kingdom shall be entitled to receive any notice from the Company.

14.3. Any notice served by post shall be deemed to have been served on the second day (save on a Friday when it shall be deemed to have been served on the Monday following) following that on which the letter containing the same was posted, and on proving such service it shall be sufficient to show that the letter containing the same was properly addressed and posted as a prepaid letter.

15. **INDEMNITY**

15.1. Subject to Article 15.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled:-

- 15.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings 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 the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and
- 15.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 15.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.
- 15.2. This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 15.3. In this Article:-
- 15.3.1. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- 15.3.2. a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).

16. **DISSOLUTION**

16.1. Subject to Article 16.2:-

16.1.1. The income and property of the Company shall be applied solely towards the promotion of the objects of the Company;

16.1.2. No part of the income and property of the Company shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise to the members of the Company; and

16.1.3. No benefit in money or money's worth shall be given by the Company to any Director except repayment of out-of-pocket expenses.

16.2. The Company shall, notwithstanding the provisions of Article 16.1 be entitled:-

16.2.1. To pay reasonable and proper remuneration to any Director or Member of the Company in return for services (not being of a management nature) actually rendered to the Company;

16.2.2. to reimburse the Directors any reasonable expenses incurred by them in discharging their duties to or on behalf of the Company;

16.2.3. to pay interest at a rate not exceeding the commercial rate on money lent to the Company by any Director or Member of the Company;

16.2.4. To purchase assets from, or sell assets to, any Director or Member of the Company providing such purchase or sale is at market value.

16.3. If, upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall be given or transferred to a charitable institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Company under or by virtue of Articles 16.1 and 16.2 such institution or institutions to be

determined by the Members of the Company at or before the time of dissolution, and if and so far as effect cannot be given to the foresaid provision, then to some similar charitable object.

17. **MEMBERS LIABILITY**

17.1. The liability of the Members is limited.

17.2. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £10) to the Company's assets if it should be wound up while he is Member or within one year after he ceases to be a Member, for payment of the Company's debts and liabilities 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.