

**THE COMPANIES ACT 2006**

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION  
OF  
NI Archery Ltd  
(company number 10380564)**

(Adopted by special resolution at AGM 14<sup>th</sup> November 2017)



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## Interpretation

I. In these Articles, unless the context otherwise requires:

**Act:** means the Companies Act 2006;

**Appointed Directors:** means Directors appointed by Archery GB in accordance with Article 11(d);

**Archery GB:** The Grand National Archery Society, a company registered in England and Wales with company number 01342150;

**Articles:** means the Company's articles of association for the time being in force;

**Associated Club:** means any archery club based in Northern Ireland properly constituted with the objects of the practice in and promotion of Archery in any of its forms other than bowhunting and duly affiliated to the Company and also to Archery GB;

**Board:** the board of Directors;

**Business Day:** means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;

**Casual Vacancy:** means a vacancy on the Board arising from the departure of a Member Director from the Board other than by reason of the expiry of such Director's term of office;

**Company:** means NI Archery Ltd, which is a charitable company regulated by the Articles, and trading as Archery NI;

**Company Secretary:** means a person appointed in accordance with 52 and 53;

**Chairman:** the Chairman of the Board in accordance with Articles 12 to 18;

**Development Plan:** the development plan created by the Board;

**Director:** A person elected or appointed as a Director of the Company in accordance with the Articles;

**Member Directors:** means Directors elected in accordance with Articles 19 to 26;

**Electronic Form and Electronic Means:** have the meaning given to such terms in section 1168 of the Act;

**Member:** means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;

**Model Articles:** means the model articles for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (*SI 2008/3229*);

**Objects:** means the objects of the Company as stated in Article 2;

**Officer:** a member appointed by the Board in connection with the delivery of the Development Plan;

**President:** means the person elected in accordance with Articles 58 to 60;

**Senior Members:** as defined by Archery GB from time to time;

**Special resolution:** has the meaning given in section 283 of the Act;

**Statutes:** the Act and every other Act for the time being in force concerning companies and affecting the Company;

**United Kingdom:** means Great Britain and Northern Ireland;

**Web Site:** means Archery NI's web site; and

**Writing:** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- II. Unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- III. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- IV. A reference in these Articles to an article is a reference to the relevant article of these Articles unless expressly provided otherwise.
- V. Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
  - (a) any subordinate legislation from time to time made under it; and
  - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- VI. Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- VII. The Model Articles shall not apply to the Company.

## **Name**

1. The name of the Company will be NI Archery Ltd. and it will adopt the trading name of Archery NI.

## **Objects**

2. The objects for which the Company is established are to encourage, promote, develop and control Archery other than bowhunting in Northern Ireland amongst all sections of the community without regard to religious belief, political opinion, gender, race or ethnic origin, disability, age or sexual orientation.

## **Powers**

3. In pursuance of the Objects, but not further or otherwise, the Company has the power to:
  - (c) encourage and develop Archery by:
    - (i) arranging archery courses for Teachers, Coaches, Instructors, Archers and any other persons;
    - (ii) providing meetings, lectures and classes intended to further the objects of the Company.
    - (iii) holding of archery meetings, championships, competitions, demonstrations and events;
    - (iv) selecting competitors to represent the Company and Northern Ireland;
    - (v) giving prizes, medals and other awards; and
    - (vi) pursuing grants of any description to support Archery.
  - (d) accept (or disclaim) any gift of money, legacy or other property;
  - (e) raise funds by way of subscription, donation or otherwise;
  - (f) sell, lease or otherwise dispose of all or any part of the Company's real or personal property and any & all rights of the Company, subject to such consents as may be required by law;
  - (g) borrow or raise money and to give security for money borrowed or grants or other obligations by mortgage, charge, lien or other security on the Company's property and assets, subject to such consents as may be required by law;
  - (h) lend and give credit to, take security for such loans or credit and enter into guarantees or give security for the performance of contracts by any person or company;
  - (i) buy, lease, hire or otherwise acquire and deal with any real or personal property and any rights or privileges of any kind over or in respect of any

real or personal property and maintain, alter, improve, manage, develop, construct, repair or equip it for use;

- (j) set aside funds for specific purposes or as reserves against future expenditure;
- (k) deposit or invest funds with all the powers of a beneficial owner, but to invest only after obtaining advice from a financial expert, having regard to the suitability of investments and the need for diversification;
- (l) co-operate with Archery GB and with other bodies and to exchange information and advice with them;
- (m) adopt rules, regulations and policies of Archery GB as authorised by the Board;
- (n) take out such insurance policies as are necessary to protect the Company;
- (o) provide indemnity insurance for the Directors or any other officer of the Company;
- (p) open and operate bank accounts;
- (q) provide and assist in the provision of money, materials or other aid; and
- (r) do anything lawful to further the Objects.

#### **Application of income and property**

4. The income and property of the Company shall be applied solely towards the promotion of the Objects and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to Members.

Provided that nothing herein shall prevent any payment in good faith by the Company:

- (a) Of reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company under a contract or other written agreement approved by the Board;
- (b) Of reasonable and proper rent for premises demised or let by any Member provided under a contract approved by the Board.

#### **Liability of Members**

5. The liability of the Members is limited.

#### **Contribution**

6. If the Company is wound up, every Member undertakes to contribute towards payment of the debts & liabilities of the Company and costs, charges & expenses of winding up. This contribution will not exceed £1 per Member.

### **Winding up**

7. If upon the winding up of the Company, there remains any property whatsoever after settlement of debts and liabilities, the same shall not be paid to or distributed among the Members but shall be given or transferred to Archery GB.

### **The Board**

8. There shall be a Board of Directors to:
  - (a) create the Company's Development Plan, considering any strategy of Archery GB and the views of its Members;
  - (b) to appoint any Officers necessary for the delivery of the Development Plan through open recruitment; and
  - (c) to monitor the implementation of the Development Plan; and
  - (d) to manage the affairs of the Company.
9. To inform the recruitment of Directors and Officers, the Board shall prepare & publish a matrix of skills, attributes and experience required to optimise its performance and shall revise this as required. To ensure continuity, the Board will prepare and publish a succession plan and shall revise this as required
10. The minimum number of Directors is four and the maximum number of Directors is seven.
11. The Board shall consist of the following Directors:
  - (a) The Chairman appointed in accordance with Articles 12 to 18;
  - (b) up to two Independent Directors appointed in accordance with Articles 12 to 18
  - (c) up to four Member Directors elected in accordance with Articles 19 to 26 each of whom will manage a portfolio defined by the Board in accordance with the needs of the Development Plan;
  - (d) up to 2 Appointed Directors who may be appointed by Archery GB from time to time

### **Appointment of Chairman and Independent Directors**

12. The Chairman and Independent Directors will be co-opted by a resolution of the Board at any time following the recommendation of an interview panel in accordance with Articles 13 to 15 below.

13. The Board will appoint two Directors plus one of its Members as an interview panel whose function will be to seek nominations for Chairman and Independent Directors through open recruitment, interview candidates having regard to the Board's skills matrix, and to make recommendation to the Board.
14. The interview panel shall be under no obligation to approve any candidate.
15. A candidate shall not be a current Member nor have been a Member at any time in the four years previous to the open advert.
16. The Chairman and Independent Directors shall hold office for an initial period of four calendar years from the date of appointment. This period may be extended or reduced by up to 60 days at the Board's discretion to align with the dates of Board or Annual General Meetings.
17. The Chairman and Independent Directors shall be eligible to hold office for one further consecutive term of four years by resolution of the Board.
18. At the end of their service, the Chairman and Independent Directors will be ineligible to serve in any further capacity on the Board.

#### **Election of Member Directors**

19. Member Directors will be elected at the Annual General Meeting following the recommendation of the Board as described in Articles 20 to 22 below.
20. The Board will appoint two Directors plus one of its Members as an interview panel whose function will be to seek nominations for Member Directors through open recruitment, interview candidates considering the Board's skills matrix, and to make recommendation to the Board.
21. The interview panel shall be under no obligation to approve any candidate.
22. The Board will consider the recommendations of the interview panel and recommend those candidates to an Annual General meeting that meet the requirements of being a Director and having the necessary skills and required experience.
23. A candidate shall be a current Member and have been a Member for two years prior to the first open advertisement.
24. Member Directors shall hold office for an initial period of four calendar years from the date of election. This period may be extended or reduced by up to 60 days at the Board's discretion to align with the dates of Board or Annual General Meetings.



25. Member Directors shall be eligible to hold office for one further consecutive term of four years by election at an Annual General Meeting.

26. At the end of their service, Elected Directors will be ineligible to serve in any further capacity on the Board.

### **Appointment of Officers**

27. The Board may appoint Officers for the delivery of the Development Plan.

28. Such appointment will be done through open recruitment and in accordance with rules that the Board will publish from time to time.

### **Casual vacancies**

29. The Board may appoint any Member to fill a Casual Vacancy or where a vacancy for a Member Director at the Annual General Meeting is not filled.

30. A person appointed under Article 29 shall hold office for the term of office of the Director whose departure from the Board has caused the Casual Vacancy to arise, so as not to disrupt any succession planning.

### **Vacation of office**

31. A Director shall vacate office if:

- (a) he becomes bankrupt; or
- (b) he is found to be or becomes of unsound mind; or
- (c) by notice in writing to the Company he resigns his office; or
- (d) he absents himself or herself from Board meetings without special leave of the Board for a period of more than four months unless the Board resolves that he shall not be deemed to have vacated his office; or
- (e) he becomes prohibited by law from being a Director or he ceases to be a Director by reason of any provision of the statutes; or
- (f) he is removed from office by a resolution passed pursuant to section 168 of the Companies Act 2006, or
- (g) in the case of a Member Director he ceases to be a Member; or
- (h) in the case of the Chairman or Independent Director he becomes a Member

### **Indemnity and Responsibility**

32. Directors, Company Secretary and Officers shall be indemnified by the Company against all losses and liabilities which may incur or sustain in the bona fide execution of their duties of office or in relation thereto and it shall be the duty of

the Board to pay all such losses and liabilities out of the funds of the Company. However, this Article shall only have effect insofar as its provisions are not avoided by Section 232 of the Companies Act 2006 or any statutory modification or re-enactment thereof for the time being in force.

33. For the avoidance of doubt, and subject to Article 32, Directors, the Company Secretary or Officers shall be responsible solely for their own acts and not those of any other Director or Officer.

### **Proceedings of the Board**

34. The Board shall hold Ordinary Meetings at least 4 times a year. One of those meetings will be identified for the consideration of AGM business.
35. At the Web Site, the Company Secretary will publish an annual schedule of Board meetings, the date of the AGM, the date for proposals for consideration at the AGM, and any dates relevant to the nomination of the President or Member Directors.
36. Extraordinary Meetings of the Board may be convened by two Member Directors and one Appointed Director submitting a request to the Company Secretary stating the purposes for which the meeting is to be convened.
37. Meetings may be held virtually, by Electronic Means, or by telephone, for example, through conference calls, provided that all those participating in the meeting are able to communicate with all other participants.
38. Notice of Meetings will be made 14 days before and include the time and place, or method, of the meeting and the agenda. Any papers required for the meeting will be circulated amongst the Directors 9 days prior to the Meeting.
39. Meetings of the Board will be chaired by the Chairman or, in his or her absence, a member of the Board determined by the Board at the meeting.
40. The Board's preference will be to make decisions on the basis of consensus.
41. The quorum required at meetings of the Board shall be four Directors.
42. Any Director who has a potential conflict of interest (however minor) shall declare this to the Board at the start of any meeting, and it shall be included in the minutes. The Board will then determine the participation of the Director in the part of the meeting where the conflict exists.
43. There may be in attendance at Board meetings by agreement with the Chairman:
- (a) the Company Secretary;
  - (b) such Officers as the matters under discussion may require; and

- (c) any other persons required for the effective discussion of the agenda
44. Any Member can request discussion of a relevant matter by submitting a paper to the Company Secretary. The Chairman will decide whether the matter is competent for the Board to discuss and, if so, place on the agenda for a forthcoming meeting.
  45. Should it be subsequently discovered that there was a defect in the appointment of a Director or that a person was disqualified to be a Director, any prior act done by that Director or decision of a Board Meeting in which they participated, shall be valid.
  46. A resolution in writing signed by a majority of all the Directors of the Company shall be as valid and effectual as if it had been passed at a meeting of the Board.
  47. For the purposes of Article 46 “in writing” shall include resolutions circulated by Electronic Means, and “signed” shall include electronic confirmation, by whatever means, of the approval of all the Directors of the Company for the relevant resolution. Such a resolution shall be effective only if it has been circulated to the Directors of the Company at the same time and the approval of the Directors is received within 28 days of that circulation date.

#### **Powers and responsibilities of the Board**

48. The Board may pay all expenses incurred in promoting and registering the Company.
49. In addition to the powers and authorities by the Articles given to the Board, it may exercise all such powers and do all such acts and things for the correct governance of the Company.
50. No regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.
51. The Board shall maintain the following policies:
  - (a) a disciplinary policy;
  - (b) a safeguarding policy;
  - (c) a financial procedures policy; and
  - (d) an equality policy.

#### **Company Secretary**

52. The Board may appoint any person who is willing to act as the Company Secretary and have the right to remove such person and to appoint a replacement.

53. The Company Secretary may not be a Director.

### **Minutes**

54. The Board will keep and publish the following records at the Web Site:

- (a) minutes of general meetings;
- (b) minutes of meetings of the Board;
- (c) particulars of appointments of Officers made by the Board

### **Records and Accounts**

55. The Board shall comply with current legislation such as maintaining a Members register and the preparation and transmission to the Registrar of Companies of:

- (a) annual reports;
- (b) annual returns; and
- (c) annual statements of account.

56. Accounting records relating to the Company must be made available for inspection by any Director at any reasonable time during normal office hours.

57. The Company's latest statutory accounts shall be made available at the Web Site within two months of the end of the relevant accounting year.

### **President**

58. The Company shall elect as its President for the performance of such ceremonial duties as may be required.

59. The President shall hold office for a term of four years and no person will serve more than one term as President.

60. The President shall be elected in accordance with the following procedure: -

- (a) nominations for the offices of President shall be submitted to the Company Secretary within the schedule publish in accordance with Article 35. Nominations shall be announced and included with the notice for the Annual General Meeting; and
- (b) the election of the President shall be conducted at the AGM.

## **Members**

61. All Archery GB members belonging to Associated Clubs and all Archery GB direct members resident in Northern Ireland, must be members of Archery NI, unless agreed otherwise by Archery NI and Archery GB.
62. The Company shall admit to membership any Archery GB member who:
- (a) is a member of an Associated Club; or
  - (b) is an Archery GB direct member resident in Northern Ireland; or
  - (c) is an Archery GB direct member not resident Northern Ireland having obtained the consent of Archery GB.
63. The Board may in their absolute discretion accept or decline to accept any application for membership, and need not give their reasons for doing so.
64. The Company shall maintain a register of Members and any person ceasing to be a Member shall be removed from the register.
65. Membership is not transferable.
66. The Board will adopt the classes of membership of Archery GB.
67. The Board Directors shall determine the subscription rates for membership of Archery NI which shall be ratified each year at the Annual General Meeting.

## **Honorary Membership**

68. The Board may from time to time make such regulations as it may deem necessary or expedient for the purposes of prescribing the classes and conditions of Honorary Membership, the admission and classification of Honorary Membership, the rights and privileges of such Honorary Members, and the terms on which Honorary Membership may be terminated.

## **Termination of Membership**

69. A Member shall cease to be a Member if:
- (a) the Member dies;
  - (b) the Member resigns by giving notice to the Company in writing;
  - (c) any subscription or other sum payable by the Member to the Company remains unpaid within six months of it falling due and the Company notifies the Member in writing of the termination of their membership;

- (d) the Member is removed from membership by a resolution of the Board if required following the disciplinary policy of the Company having been invoked.

### **General Meetings**

- 70. A General Meeting of the Company shall be held at least once in every calendar year and at such time and place as may be determined by the Board, but so that not more than fifteen months shall elapse between the date of one such meeting and that of the next.
- 71. The above-mentioned General Meetings shall be called Annual General Meetings. All other General Meetings shall be called Extraordinary General Meetings.

### **Notice of General Meetings**

- 72. Notice of all General Meetings must be given in writing and twenty-one days prior to the meeting.
- 73. The notice will specify the place, day and hour of meeting and in the case of special business, the general nature of such business.
- 74. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any such person shall not invalidate the proceedings at any General Meeting.
- 75. Every notice convening an Annual General Meeting of the Company shall describe the meeting as an Annual General Meeting.

### **Proceedings at the Annual General Meetings**

- 76. The business of an Annual General Meeting shall be:
  - (a) To receive and consider
    - (i) the Reports of the Board; and
    - (ii) the income and expenditure account and the balance sheet:
  - (b) to elect Member Directors and the President, and announce co-optation of Chairman or Independent Directors; and
  - (c) to transact any other ordinary business which under the Articles ought to be transacted at the Annual General Meeting.

All other business transacted at an Annual General Meeting and all business transacted at an Extraordinary General Meeting, shall be deemed special.

77. If a Member wishes to ensure that a matter is raised at the AGM, they should submit a proposal to the Company Secretary 7 days prior to the Board Meeting for the consideration of AGM business.
78. immediately preceding the Annual General Meeting and whether such proposal is included shall be at the discretion of the Board which shall communicate its decision and reasoning.
79. The Chairman of the Board shall preside as chairman at every General Meeting. Should the Chairman of the Board not be present at the start of the meeting, the Board shall choose a Director to preside.
80. The quorum shall be a minimum of 30 Senior Members and in addition 50% of Associated Clubs must be represented.
81. If no quorum is present at the start of the meeting, the chairman of the General Meeting will decide whether to dissolve the meeting or decide whether the Members present shall be a quorum and may transact the business for which the meeting was called.
82. The chairman of a General Meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### **Votes at General Meetings**

83. At any General Meeting, every question put to the meeting shall be decided on a poll, excepting the acceptance of minutes which may be on a show of hands.
84. On a poll, votes may be given either personally, or by proxy. On a poll, every Senior Member shall be entitled to one vote.
85. A proxy must be a person who is a Member of the Company.
86. The instrument appointing a proxy shall be sent to the Company Secretary by email not less than forty-eight hours before the time appointed for holding the meeting.
87. The instrument appointing a proxy shall be in a form that complies with the requirements of the Companies Act (2006) and in a manner prescribed by the Board.
88. Objection shall be raised to the qualification of any voter shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

89. The Board may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to vote at it.

### **Annual Conference**

90. There shall be an annual conference of the Company held with the Annual General Meeting. The agenda for the Annual Conference shall include a discussion on the Development Plan, and afford the opportunity for open discussion on the content of the Development Plan and any other relevant matter.

### **Communications**

91. The Company will deliver a notice of any General Meeting or other document to a Member:

- (a) by delivering it by hand to the address recorded for the Member in the register of Members or via their club secretary; or
- (b) by sending it by post or other delivery service in an envelope (with postage or delivery paid) to an address recorded for the Member in the register of Members; or
- (c) by fax to a fax number notified by the Member in writing; or
- (d) by electronic mail to an address notified by the Member in writing; or
- (e) by the Web Site.

This Article does not affect provisions in any relevant legislation or the Articles requiring notices or documents to be delivered in a particular way.

92. If a notice or document is delivered by hand, it is treated as being delivered at the time it is handed to or left for the Member.

93. If a notice or document is sent:

- (a) by post or other delivery service in accordance with article 91(b), it is treated as being delivered:
  - (i) 24 hours after it was posted, if first class post was used; or
  - (ii) 72 hours after it was posted or given to delivery agents, if first class post was not used;



- (iii) provided it can be proved conclusively that a notice or document was delivered by post or other delivery service by showing that the envelope containing the notice or document was:
  - (iv) properly addressed; and
  - (v) put into the post system or given to delivery agents with postage or delivery paid.
- (b) by fax, it is treated as being delivered at the time it was sent;
- (c) by electronic mail, it is treated as being delivered at the time it was sent;
- (d) by the Web Site, it is treated as being delivered when the material was first made available on the Web Site, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a Business Day.

94. The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or any non-receipt of notice) or want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **Emergency**

95. In the case of an emergency where an Extraordinary General Meeting or Board Meeting cannot be held, any two of the Chairman, one Independent Director and one Member Director are together empowered to resolve the situation.

### **Law and Jurisdiction**

96. These Articles shall be interpreted and construed in accordance with, and governed by the laws of the United Kingdom and any matter or dispute arising therefore shall be subject to the exclusive jurisdiction of the United Kingdom Courts.

97. For clarification, "United Kingdom" here means the "United Kingdom of Great Britain and Northern Ireland".