FILE COPY

CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY

Company Number **16092079**

The Registrar of Companies for England and Wales, hereby certifies that

X ABA MOUNTAINEERING CLUB LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **20th November 2024**

N16092079L

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: **20/11/2024** *XDGAPUPU*

Company Name in full:	**X ABA MOUNTAINEERING CLUB LIMITED**
Company Type:	**Private company limited by guarantee**
Situation of Registered Office:	**England and Wales**
Proposed Registered Office Address:	**61 BRIDGE STREET** **KINGTON** **ENGLAND** **ENGLAND HR5 3DJ**
Sic Codes:	**93120** **93199**

Proposed Officers

Company Secretary 1

Type:	**Person**
Full Forename(s):	**MR IAN JOHN**
Surname:	**OWEN**
Service Address:	**recorded as Company's registered office**

The subscribers confirm that the person named has consented to act as a secretary.

Company Director 1

Type:	**Person**
Full Forename(s):	**MR DAVID WILLIAM**
Surname:	**LEE**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/09/1944** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 2

Type:	**Person**
Full Forename(s):	**MR GEOFFREY WYN**
Surname:	**THOMAS**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**WALES**

Date of Birth: ****/09/1958** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 3

Type:	**Person**
Full Forename(s):	**MR TIMOTHY PAUL**
Surname:	**SPARROW**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**WALES**

Date of Birth: ****/01/1962** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 4

Type:	**Person**
Full Forename(s):	**MR LUKE ALEXANDER**
Surname:	**HUTCHESON**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/11/1986** *Nationality:* **BRITISH**
Occupation: **TRANSPORT CONSULTANT**

The subscribers confirm that the person named has consented to act as a director.

Company Director 5

Type:	**Person**
Full Forename(s):	**MR IAN JOHN**
Surname:	**OWEN**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**WALES**

Date of Birth: ****/09/1961** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Company Director 6

Type:	**Person**
Full Forename(s):	**MR PHILIP LESLIE**
Surname:	**TARPLEE**
Service Address:	**recorded as Company's registered office**
Country/State Usually Resident:	**ENGLAND**

Date of Birth: ****/03/1963** *Nationality:* **BRITISH**
Occupation: **RETIRED**

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of no PSC

The company knows or has reason to believe that there will be no registerable Person with Significant Control or Relevant Legal Entity (RLE) in relation to the company

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:
- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name:	**PHILIP LESLIE TARPLEE**
Address	**61 BRIDGE STREET** **KINGTON** **ENGLAND** **ENGLAND** **HR5 3DJ**
Amount Guaranteed	**£1.00**
Name:	**IAN JOHN OWEN**
Address	**61 BRIDGE STREET** **KINGTON** **ENGLAND** **ENGLAND** **HR5 3DJ**
Amount Guaranteed	**£1.00**
Name:	**LUKE ALEXANDER HUTCHESON**
Address	**61 BRIDGE STREET** **KINGTON** **ENGLAND** **ENGLAND** **HR5 3DJ**
Amount Guaranteed	**£1.00**
Name:	**TIMOTHY PAUL SPARROW**
Address	**61 BRIDGE STREET** **KINGTON** **ENGLAND** **ENGLAND** **HR5 3DJ**
Amount Guaranteed	**£1.00**
Name:	**GEOFFREY WYN THOMAS**
Address	**61 BRIDGE STREET** **KINGTON**

ENGLAND
ENGLAND
HR5 3DJ

Amount Guaranteed **£1.00**

Name: **DAVID WILLIAM LEE**

Address **61 BRIDGE STREET**
KINGTON
ENGLAND
ENGLAND
HR5 3DJ

Amount Guaranteed **£1.00**

Lawful Purpose Statement

The subscribers confirm that the company has been formed for lawful purposes.

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Name:	**PHILIP LESLIE TARPLEE**
Authenticated	**YES**
Name:	**IAN JOHN OWEN**
Authenticated	**YES**
Name:	**LUKE ALEXANDER HUTCHESON**
Authenticated	**YES**
Name:	**TIMOTHY PAUL SPARROW**
Authenticated	**YES**
Name:	**GEOFFREY WYN THOMAS**
Authenticated	**YES**
Name:	**DAVID WILLIAM LEE**
Authenticated	**YES**

Authorisation

Authoriser Designation: **subscriber** *Authenticated* **YES**

End of Electronically filed document for Company Number: **16092079**

COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of Association of

X ABA MOUNTAINEERING CLUB LIMITED

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber	Authentication
PHILIP LESLIE TARPLEE	Authenticated Electronically
IAN JOHN OWEN	Authenticated Electronically
LUKE ALEXANDER HUTCHESON	Authenticated Electronically
TIMOTHY PAUL SPARROW	Authenticated Electronically
GEOFFREY WYN THOMAS	Authenticated Electronically
DAVID WILLIAM LEE	Authenticated Electronically

Dated: 20/11/2024

Company number:

The Companies Act 2006

Company Limited by Guarantee and not

having a Share Capital

Articles of Association

of

X Aba Mountaineering Club Limited

Muckle LLP
Time Central
32 Gallowgate
Newcastle upon Tyne
NE1 4BF

Company number:

The Companies Act 2006

Company Limited by Guarantee

and not having a Share Capital

Articles of Association

of

X Aba Mountaineering Club Limited

(Company)

1. **Definitions and interpretation**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

2. **Name**

The name of the Company is X Aba Mountaineering Club Limited.

3. **Objects**

The objects of the Company (**Objects**) are to promote the sport and recreation of mountaineering and associated outdoor activities.

4. **Powers**

The Company shall have the power to do all such lawful things which may further the Objects or may be ancillary or incidental to them and, in particular:

4.1 to acquire the undertaking, including the assets and liabilities, of the Club and to exercise the rights and assume the obligations of the Club and (to the extent permitted by law) to indemnify the members, committee members and other officers of the Club against any demands, claims, proceedings, liabilities, costs and expenses properly incurred by them in connection with their membership of or duties to the Club or any liabilities, obligations and commitments of the Club and also the costs and expenses relating to the Company's acquisition of the undertaking, including the assets and liabilities, of the Club;

4.2 to carry on the ordinary activities of a mountaineering club;

4.3 to raise funds and to invite and receive contributions;

4.4 to accept (or disclaim) gifts of money or other property;

4.5 to operate bank accounts in the name of the Company;

4.6 to purchase, take on, lease, hire, acquire, alter, improve, construct and maintain property and equip it for use;

4.7 to transfer, sell, lease out, hire out or otherwise dispose of property;

4.8 to establish, subscribe for or become a member of any company or other body established for the Objects or similar purposes;

4.9 to acquire, merge, amalgamate or co-operate with any other body operating in furtherance of the Objects or similar purposes and to exchange information with them;

4.10 to enter into contracts and other agreements;

4.11 to insure the property of the Company against any foreseeable risk and to take out other insurance policies to protect the Company and its assets;

4.12 subject to the Companies Acts, to indemnify and provide indemnity insurance for the Directors or any other Officer of the Company out of the assets of the Company against the risks associated with the Company and its functions and activities;

4.13 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company.

5. **Income and expenditure**

5.1 The income and property of the Company shall be applied solely towards the promotion of its Objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit to any members of the Company provided that nothing in these Articles shall prevent any payment in good faith by the Company of:

5.1.1 a benefit to any member of the Company in their capacity as a beneficiary of the Company;

5.1.2 reasonable and proper remuneration to any member of the Company for any goods or services supplied to or for the Company under any agreement in Writing agreed by the Company;

5.1.3 interest on money lent by any member of the Company at a reasonable and proper rate under any agreement in Writing agreed by the Company; or

5.1.4 reasonable and proper rent or fee for premises let or hired to the Company by any member of the Company under any agreement in Writing agreed by the Company.

5.2 The Company shall not transfer, assign, sell, lease, mortgage, charge, exchange, declare a trust over, permanently loan or otherwise dispose of its land, buildings or other real property to any members of the Company nor enter into any agreement or instrument for the same.

6. **Liability of members**

The liability of the members is limited.

7. **Members' undertaking**

Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1 (one pound)) to the Company's assets if it should be wound up while they are a member or within 1 (one) year after they cease to be a member:

7.1 for payment of the Company's debts and liabilities contracted before they ceased to be a member;

7.2 for payment of the costs, charges and expenses of winding up; and

7.3 for the adjustment of the rights of the contributories among themselves.

8. **Members**

8.1 The subscribers to the Memorandum shall be the first members of the Company and on the Transfer Date the members of the Club shall (with their consent) be admitted as members of the Company.

8.2 From the Transfer Date the Directors from time to time and such other persons as are from time to time admitted to membership of the Company in accordance with these Articles shall be members of the Company.

8.3 Membership is controlled to protect the identity, culture and financial position of the Company.

8.4 Full membership of the Company shall be open to:

8.4.1 graduate members and former members of Aberystwyth University Mountaineering Club (**AUMC**); and

8.4.2 graduate students, staff and former staff of the Aberystwyth University/Prifysgol Aberystwyth and its predecessors (**AU**).

8.5 Full members shall be legal members of the Company and have the ordinary rights of membership under the CA 2006 and these Articles.

8.6 Associate membership shall be open to:

8.6.1 the spouses, civil partners and partners of full members; and

8.6.2 first generation offspring of full members.

8.7 Associate members shall be legal members of the Company and have the ordinary rights of membership under the CA 2006 and these Articles except that they may not propose or second resolutions to be voted on at any general meeting, nor requisition any general meeting, nor vote at any general meeting, nor vote on any proposed variation of class rights, nor hold office as a Director, nor propose or second applicants for full or associate membership of the Company.

8.8 Notwithstanding the foregoing provisions of this Article 8, any member of the Club (by whatever membership category, class or designation) immediately prior to the Transfer Date shall have equivalent rights and privileges (and obligations) of membership of the Company as reasonably determined by the Directors.

8.9 The Directors must keep a register of names and addresses of the members.

9. **Admission to membership**

9.1 Subject to article 8.1 above, no person may become a member of the Company unless:

9.1.1 they have applied for membership in a manner approved by the Directors; and

9.1.2 the Directors have approved the application.

9.2 Every application for membership shall be made in Writing to the President and be supported in Writing by:

9.2.1 a proposer who is a current member of the Company of at least 2 (two) years standing; and

9.2.2 a seconder who is a current member of the Company.

The proposer and the seconder shall not be members of the applicant's family.

9.3 Applications will be considered by the Directors against the following criteria:

9.3.1 Compliance with the eligibility criteria prescribed in articles 8.2 and 8.6 above (as the case may be);

9.3.2 Previous membership of the Club or the Company;

9.3.3 Other clear current or past links to AU; and

9.3.4 Active use of the outdoor environment.

9.4 The name and address of each person admitted to membership shall be entered into the Company's register of members.

9.5 The Directors may refuse an application for membership if they consider it in the best interests of the Company. An applicant may appeal against any refusal of membership by giving notice in Writing to the Secretary who shall put the matter to a general meeting or the Appeals Committee.

9.6 Membership is not transferable to anyone else.

10. **Conditions of Membership**

10.1 All members shall comply with, and be bound to the Company and each other by, these Articles.

10.2 The members shall pay any admission fee and annual subscription set by the Company.

10.3 The annual subscription shall be due for payment each year before the Company's annual dinner or the second Saturday in October, whichever is the later in each year (or before such other date as the Directors may fix from time to time).

11. **Cessation of Membership**

11.1 Membership shall terminate if:

11.1.1 the member dies;

11.1.2 the member resigns by notice in Writing to the Company by giving at least 1 (one) month's notice in Writing to the President provided that upon such resignation the number of members is not less than 1 (one);

11.1.3 the member is in arrears to the Company and their subscriptions or any other payments are at least 3 (three) months overdue; or

11.1.4 the member is removed from membership by a decision of the Directors under article 12 (Disciplinary procedures and complaints) where they consider that it is in the best interests of the Company that the membership is terminated.

11.2 Any person ceasing to be a member forfeits all rights in relation to and claims upon the Company, its property and its funds and has no right to the return of any part of his admission fee or annual subscription.

12. **Disciplinary procedures and complaints**

12.1 All complaints regarding the behaviour or conduct of members must be submitted in Writing to the Secretary.

12.2 The Directors will endeavour to meet to consider complaints within 30 (thirty) days of a complaint being received by the Secretary unless exceptional circumstances apply.

12.3 The member shall be given at least 14 (fourteen) days' notice in Writing of the meeting and a general description of the reasons why the meeting has been called. The member or, at their option of the member, their representative (who need not be a member of the Company) shall be allowed to make representations to the meeting.

12.4 The Directors shall have the power to take appropriate disciplinary action including the termination of membership under these Articles.

12.5 The Directors shall endeavour to notify the person who submitted the complaint and the member against whom the complaint was made of their decision (**Disciplinary Decision**) within 20 (twenty) days of the meeting. Such notification shall be in Writing and set out the reasons for the Directors' decision.

12.6 Any member against whom disciplinary action is taken, including termination of membership, shall have the right of appeal by submitting their appeal in Writing to the Secretary within 10 (ten) days of being notified in Writing of the Disciplinary Decision.

12.7 Any decision to terminate membership shall be suspended pending the outcome of the appeal. But, if the deadline for submitting the appeal passes before the Secretary receives any appeal or if the member confirms in Writing sooner that they will not appeal, termination of membership shall thereupon be effective. In any event the Directors shall have the power to exclude the member from the Company's premises, functions or activities until the outcome of the appeal (save that the Appeals Committee may invite the member to attend the meeting in question for the purpose of making representations to the meeting or providing further information).

12.8 The Appeals Committee shall endeavour to review the Disciplinary Decision within 28 (twenty-eight) days of receipt by the Secretary of the member's appeal in Writing unless exceptional circumstances apply. The Appeals Committee shall have due regard to the

appeal submitted by the member and any representations made or information provided to the Appeals Committee. The review shall not be a rehearing of the complaint.

12.9 The Appeals Committee shall endeavour to notify the person who submitted the complaint and the member against whom the complaint was made of their decision and their reasons (**Appeal Decision**) within 20 (twenty) days of the meeting. Such notification shall be in Writing and set out the reasons for the Directors' decision. The Appeal Decision shall be final and binding on the member or former member (as the case may be).

13. **The Directors**

13.1 The number of Directors shall be not less than 4 (four). The Directors shall include the following:

13.1.1 the President;

13.1.2 the Treasurer;

13.1.3 the Secretary; and

13.1.4 up to 4 (four) other Directors.

13.2 A Director shall not be entitled to appoint an alternate director in their place.

14. **President**

The President shall preside at all meetings of the Directors and general meetings of the Company at which they are present. In the absence of the President another Director chosen by the Directors shall chair the meeting. The President shall be responsible for guiding the activities of the Company in accordance with these Articles and the wishes of the members. The President shall be responsible for the general correspondence of the Company, and for the organisation of meetings and appointing a Director or member to record the minutes thereof.

15. **Treasurer**

The Treasurer shall be responsible for maintaining the Company's register of members, the filing of documents with the Registrar of Companies, the collection of all monies and shall keep such books of account as required by the general meetings. The Treasurer shall produce at the Annual General Meeting the financial reports and balance sheet showing the financial state of the Company.

16. **Secretary**

The Secretary shall be responsible for general communications with members, the receipt of complaints and appeals and the arranging of complaints and appeal proceedings.

17. **Power of the Directors**

17.1 Subject to the provisions of the Companies Acts, the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this article 17 (Powers of the Directors) shall not be limited by any special power given to the Directors by the Articles and a meeting of the Directors at which a quorum is present may exercise all the powers exercisable by the Directors.

17.2 Without prejudice to any other restrictions under the Companies Acts or these Articles, the Directors shall not transfer, assign, sell, lease, mortgage, charge, exchange, declare a trust over, permanently loan or otherwise dispose of its rights to, in or over:

17.2.1 any land, buildings or other real property of the Company (or enter into any agreement or instrument for the same) unless authorised in advance under a special resolution of the Company in general meeting and provided that the Company will within a reasonable period purchase alternative land, buildings or other real property of reasonably equivalent amenity as determined by the Directors; or

17.2.2 any other kind of asset of the Company valued alone or in aggregate at more than £3,000 (or enter into any agreement or instrument for the same) or such greater sum as the members may specify by ordinary resolution from time to time unless authorised in advance under an ordinary resolution of the Company in general meeting. All realised assets (cash or otherwise) shall be credited to the Club's banked cash reserves controlled by the Treasurer.

17.3 Subject to the Companies Acts and these Articles, the Directors may from time to time make such rules as they think necessary or expedient for the proper conduct, management and administration of the Company including all such matters as are commonly the subject matter of company rules, bye laws, regulations or standing orders.

18. **Proceedings of Directors**

18.1 Subject to the provisions of the Articles, the Directors may regulate their proceedings as they think fit.

18.2 The President may (and at the request of any other Director shall) call a meeting of the Directors at any time.

18.3 The quorum for the transaction of the business of the Directors may be fixed by the Directors but shall not be less than 4 (four) Directors.

18.4 The Directors may act notwithstanding any vacancies in their number but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.

18.5 Questions arising at a Directors' meeting shall be decided by a simple majority of votes. In the case of an equality of votes the chair of the meeting (or the relevant part of the meeting) shall have a second or casting vote.

18.6 At the discretion of the Directors, and subject to notification being given to the Company, a Director entitled to be present at a Directors' meeting may participate by electronic means whereby all Directors participating in the meeting can understand and communicate with each other, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of Directors is assembled, or if there is no such group, where the chair of the meeting is. A person participating by such means shall be deemed to be present in person. Any reference to a **Directors' meeting** in these Articles shall be construed accordingly.

19. **Conflicts of interest and loyalty**

19.1 Each Director shall declare the nature and the extent of:

19.1.1 any interest which they may have, directly or indirectly, in any proposed or existing transaction or arrangement with the Company; and

19.1.2 any duty to a third party which conflicts or possibly may conflict with their duties to the Company or the interests of the Company.

19.2 If the other Directors consider that the matter is reasonably likely to give rise to an actual or perceived conflict of interests, they may require the conflicted Director to withdraw from the relevant part of the meeting, not to count in the quorum and/or not to have a vote on the matter. But if it is considered that the matter is not reasonably likely to give rise to a conflict of

interests, the relevant Director shall be entitled to participate in the meeting, to be counted in the quorum and to vote on the matter.

20. **Delegation by the Directors**

20.1 Subject to the Articles, the Directors may delegate to any person or committee any of their powers or functions by such means, to such an extent, and subject to such terms as they think fit.

20.2 All acts and proceedings delegated under the Articles shall be reported to the Directors as soon as possible.

20.3 The Directors may at any time alter or revoke any such delegation in whole or in part or alter the terms and conditions of any such delegate.

20.4 Except where expressly provided otherwise, all provisions of the Articles relating to the acts and proceedings of the Directors shall apply to the acts and proceedings of any committee.

21. **Directors' resolutions in Writing**

A resolution in Writing signed or otherwise authenticated in Writing by at least three-quarters of all the Directors (or committee members) entitled to vote on the matter (or such greater proportion as these Articles may elsewhere require) shall, provided that such number would constitute a quorum under article 18.3, be as valid and effective as if it had been passed at a Directors' meeting (or a committee meeting) duly convened and held. Such a resolution may consist of several documents in the same form each signed or otherwise authenticated in Writing by 1 (one) or more of the Directors (or committee members).

22. **Appointment and retirement of Directors**

22.1 Any full member of the Company who is willing to act as a Director, and who would not be disqualified from acting under the provisions of article 23 (Disqualification and removal of Directors), may be elected to be a Director by a resolution of the Company in general meeting.

22.2 No person (other than a retiring Director) may be elected at any general meeting of the Company unless:

22.2.1 they are recommended by the Directors; or

22.2.2 not less 5 (five) Clear Days before the general meeting, the President receives a nomination naming them signed by the proposer and at least 2 (two) seconders, each being full members of the Company.

22.3 Each elected Director shall retire from office at the conclusion of the second Annual General Meeting following their most recent appointment or reappointment but may then be reappointed.

22.4 A Director shall not be subject to any maximum consecutive period in office.

22.5 If there is only 1 (one) eligible candidate for election to an office, the candidate shall be elected unopposed unless their election is put to a vote and lost.

22.6 The Directors may at any time co-opt full members as additional Directors or to fill a casual vacancy. A co-opted Director's term of office shall terminate at the conclusion of the next following Annual General Meeting but may then be reappointed.

23. **Disqualification and removal of Directors**

A Director shall cease to hold office if they:

23.1 cease to be a director by virtue of any provision in the Companies Acts or any other applicable law;

23.2 become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs and the Directors decide that their office be vacated;

23.3 resign from their office by notice to the Company (but only if at least 4 (four) Directors will remain in office when the notice of resignation is to take effect);

23.4 are absent without the permission of the Directors from all their meetings held within a period of 6 (six) months and the Directors decide that their office be vacated;

23.5 are removed from office by a unanimous decision of all the other Directors;

23.6 are removed from office by the Company in general meeting in accordance with section 168 of the CA 2006; or

23.7 cease to be a member of the Company for any reason.

24. **General meetings**

24.1 The Directors shall call an Annual General Meeting each year and no more than 15 (fifteen) months shall pass between one Annual General Meeting and the next following one (except

that the first Annual General Meeting may be held at any time within 18 (eighteen) months after the Transfer Date). The business of the Annual General Meeting shall include:

24.1.1 the receipt of the financial reports and balance sheet showing the financial state of the Company; and

24.1.2 the retirement and election of Directors.

24.2 The Directors may call a general meeting at any time and must call a general meeting if required to do so by a requisition signed by at least 8 (eight) members or otherwise in accordance with the CA 2006.

25. **Notice of general meetings**

25.1 A general meeting must be called by:

25.1.1 at least 30 (thirty) Clear Days' notice; or

25.1.2 by shorter notice if it is agreed by a majority in number of members having a right to attend and vote being a majority together holding not less than 90 (ninety) per cent of the total voting rights at the meeting of all the members.

25.2 The notice shall specify the date, time and place of the meeting and the general nature of the business to be transacted and, in the case of the Annual General Meeting, specify the meeting as such. If a special resolution is to be proposed, the notice must include the proposed resolution and specify that it is proposed as a special resolution. The notice must also contain a statement setting out the right of members to appoint another person as their proxy under section 324 of the CA 2006.

25.3 Notice of any general meeting shall be given to every member and to the Company's auditor (if any). But the Company is not required to give notice to any member for whom the Company has no valid address.

25.4 The accidental omission to give notice of a general meeting to or the non-receipt of notice of a general meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting. A member present in person or by proxy at a meeting of the Company shall be deemed to have received notice of the meeting and the purposes for which it was called.

26. **Proceedings at general meetings**

26.1 No business shall be transacted at any general meeting unless a quorum is present. Unless otherwise determined by ordinary resolution, the quorum shall be as set out in the table below:

Total number of members entitled to vote at the general meeting	*Quorum*
1 to 4	All such members present in person
5 to 9	5 such members present in person
10 to 24	7 such members present in person
25 to 49	10 such members present in person
50 to 99	15 such members present in person
100 to 149	20 such members present in person
150 or more	25 such members present in person

26.2 If a quorum is not present within 20 (twenty) minutes from the time appointed for the meeting or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to a date, time and place within the next 14 (fourteen) days to be fixed by the Directors. If a quorum is not present within 20 (twenty) minutes of the time appointed for the adjourned meeting, the members present shall constitute a quorum.

26.3 The general meeting may, at the discretion of the chair of the meeting, discuss any matter not forming part of the business to be transacted at the meeting. But such a matter shall not be put to the vote or, if the chair of the meeting consents to a vote on such a matter, the vote shall have no legal effect (whether carried or not).

26.4 The chair of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had adjournment not taken place. When a meeting is adjourned for more than 14 (fourteen) days, at least 7 (seven) Clear Days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.

26.5 At the discretion of the Directors, and subject to notification being given to the Company, a member entitled to be present at a general meeting may participate by electronic means whereby all persons participating in the meeting can understand and communicate with each other, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where it is convened to be held or where the largest group of those participating is assembled, or if there is no such group, where the chair of the meeting is. A person participating by such means shall be deemed to be present in person. Any reference to a **general meeting** in these Articles shall be construed accordingly.

27. **Voting procedure at general meetings**

27.1 An ordinary resolution may only be passed by a simple majority in accordance with section 282 of the CA 2006. A special resolution may only be passed by a majority of not less than 75 (seventy-five) per cent in accordance with section 283 of the CA 2006.

27.2 A resolution put to the vote of a meeting shall be decided on a show of hands unless a poll is duly demanded (a) in advance of the general meeting where the resolution is to be put to the vote, or (b) before or on the declaration of the result of the show of hands. Subject to the provisions of the Companies Acts, a poll may be demanded:

27.2.1 by the Directors;

27.2.2 by the chair of the meeting;

27.2.3 by at least 5 (five) members (including proxies) having the right to vote at the meeting; or

27.2.4 by a member or members (including proxies) representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

For these purposes a poll shall be deemed to have been demanded if, following any recommendation made by the Directors or any nominations duly proposed by any members, there are 2 (two) or more eligible candidates for election to the same office.

28. **Votes of members**

28.1 Subject to article 28.2 below, every full member of the Company shall have 1 (one) vote at a general meeting (whether on a show of hands or on a poll) and shall be entitled to appoint another person as their proxy to exercise any of their rights to attend and speak and vote at a

general meeting of the Company. A proxy must vote in accordance with any instructions given by the member by whom the proxy is appointed.

28.2 No member shall be entitled to vote at any general meeting unless all monies then payable by them to the Company have been paid.

28.3 Proxies may only be validly appointed by a notice in writing (**proxy notice**) which states the name and address of the member appointing the proxy, identifies the person appointed as proxy and the general meeting in relation to which the proxy is appointed, is signed by or on behalf of the member, and is delivered to the Company in accordance with these Articles and any instructions given by the Directors. The Directors may from time to time specify the form of proxy notice required to be delivered to the Company.

28.4 No objection shall be raised to the qualification of any voter except at the general meeting or the adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair of the meeting whose decision shall be final and conclusive.

29. **Members' written resolutions**

Subject to the provisions of the CA 2006, a written resolution signed or otherwise authenticated in Writing by such number of members as would be required if it had been proposed as a resolution at a general meeting of the Company shall be as valid and effective as if it had been passed at a general meeting duly convened. The written resolution may consist of several documents in the same form each signed or otherwise authenticated in Writing by 1 (one) or more of the members.

30. **The Hut**

30.1 For as long as the Trustees have granted, and the Company has accepted, a licence to occupy the Hut in accordance with the Trust Deed, the Company shall comply with its obligations under the Trust Deed and any other obligations from time to time agreed by the Company and the Trustees in Writing.

30.2 The Directors shall be responsible for ensuring that the Company complies with its obligations under the Trust Deed. But each member of the Company who uses the Hut shall be fully responsible for their own behaviour and the behaviour of their guests and such that other users of the Hut are not inconvenienced and the Hut and its contents are left in the condition in which they were found.

30.3 Each member who uses the Hut shall also be responsible for the payment of guest Hut fees within fourteen (14) days of any visit and shall indemnify the Company and the Directors (for itself, themselves and any third parties) against any demands, claims, proceedings, liabilities, costs or expenses it or they may incur arising from or in connection with the use of the Hut by that member or their guests including the costs of repairing any damage to the Hut or replacing or repairing any lost or damaged contents caused by that member or their guests.

30.4 Nothing in these Articles is intended to supersede, disapply or vary any provision of the Trust Deed.

31. **Bank account**

One or more bank accounts shall be opened and maintained in the name of the Company. Designated signatories must include the Treasurer and at least 1 (one) other Director. No sum shall be drawn from the Company's bank account except by cheque, debit card or bank transfer authorised by at least 1 (one) of the designated signatories. All monies payable to the Company shall be deposited in the Company's bank account(s).

32. **Records and accounts**

32.1 The Directors shall comply with the requirements of the Companies Acts as to maintaining a register of members, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies of:

32.1.1 annual reports;

32.1.2 annual returns or confirmation statements; and

32.1.3 annual statements of account.

32.2 No member shall (in such capacity) have any right of inspecting any accounting records or other book or document of the Company except as conferred by any rule of law or authorised by the Directors or by ordinary resolution of the members.

33. **Communications**

33.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Company under the Articles or the Companies Acts may be sent or supplied in any way in which the CA 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Company, including:

33.1.1 in Hard Copy Form;

33.1.2 in Electronic Form; or

33.1.3 by making it available on a website.

33.2 Subject to the Articles, any notice or Document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means which that Director has asked to be sent or supplied with such notices or Documents for the time being.

33.3 Subject to the Companies Acts, a Director or a member of the Company may agree with the Company that notices or Documents sent to them in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 (forty-eight) hours.

34. **Directors' liability and indemnity**

34.1 The members of the Company acknowledge and accept that mountaineering can be dangerous and can result in personal injury or death, or loss of or damage to property. All members of the Company and any other persons who attend functions or participate in the activities of the Company or who use the Company's premises do so at their own risk and must comply strictly with any health and safety policies and procedures and to any instructions given to them by the Company or the Directors or any other Officers.

34.2 To the extent permitted by law, neither the Company nor the Directors or any other Officers accept any liability for personal injury or death, or for loss of or damage to property, incurred on Company's premises or during any function or activity of the Company howsoever caused except if caused by its or their own wilful or reckless act or conduct.

34.3 Nothing in these Articles is intended to exclude or limit any person's liability for death or personal injury caused by their negligence or for any other liability which cannot lawfully be excluded or limited.

34.4 Subject to the provisions of the Companies Acts (but without prejudice to any other indemnity to which they may be entitled), every Director or any other Officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by them in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in their favour or in which they are acquitted or in connection with any application in which relief

is granted to them by the court from liability for negligence, default or breach of duty in relation to the affairs of the Company.

35. **Alteration of the Articles**

35.1 No additions, alterations or amendments shall be made to or in the provisions of these Articles except by special resolution passed in general meeting or by written resolution in accordance with the CA 2006 and these Articles.

35.2 Furthermore, any additions, alterations or amendments to these Articles or any resolution which would confer on or authorise the transfer to any members of the Company any legal or beneficial interest in the Company's property or income, including any removal or dilution of the restrictions under article 5 (Income and expenditure) or this article 35.2 or any changes to the application or transfer of assets under article 36 (Dissolution), shall be ineffective and void except with the unanimous agreement of all members of the Company entitled to vote on the resolution.

36. **Dissolution**

36.1 The Company may be wound up voluntarily subject to the passing of a special resolution.

36.2 At any time before, and in expectation of, the winding up or dissolution of the Company the members of the Company or, subject to any resolution of the members, the Directors may decide that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on winding up or the dissolution of the Company be transferred to 1 (one) or more of the following:

36.2.1 to another United Kingdom - based club with similar mountaineering purposes which is a charity, and/or

36.2.2 to another United Kingdom - based club with similar mountaineering purposes which is formally established as not-for-profit entity, and/or

36.2.3 to the recognised national governing body for mountaineering for use by it for related mountaineering sports in the United Kingdom, and/or

36.2.4 to a recognised charitable mountain rescue organisation established in the United Kingdom.

36.3 In no circumstances shall the net assets of the Company be paid to or distributed among the members of the Company under this article 36 (Dissolution).

SCHEDULE

INTERPRETATION

1. **Preamble**

1.1 The Company has been established as the corporate successor to the Club.

1.2 As at the Company's date of incorporation the Club operates in two distinct but linked parts: the members of the Club, who delegate the management of the day-to-day affairs of the Club to a management committee in accordance with the Club's constitution; and the Trustees of the Hut, who hold and manage the Hut on trust for the owners (who may or may not be members of the Club) in accordance with the Trust Deed. The Trustees have offered to the Club, and the Club has accepted, a licence to occupy the Hut rent-free in accordance with the Trust Deed. The greater aspiration of the Club is to become the sole owner of the hut.

1.3 It is intended that the Company will acquire the undertaking, including the assets and liabilities of the Club on the Transfer Date.

2. **Defined terms**

In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Annual General Meeting	means the annual general meeting of the Company;
Appeals Committee	means the committee established by the Directors to consider appeals against a refusal of admission to membership or against any disciplinary action (including termination of membership) decided by the Directors;
Articles	means these articles of association of the Company;
associate members	means the associate members of the Company in accordance with articles 8.6 and 8.7 (and **associate membership** has a corresponding meaning);
CA 2006	means the Companies Act 2006 including any statutory re-enactment or modification for the time being in force;

Clear Days	in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
Club	means the unincorporated association known as 'The X Aba Mountaineering Club';
Companies Acts	has the meaning given to it in section 2 of the CA 2006 insofar as the Companies Acts apply to the Company;
Company	means the company intended to be regulated by these Articles;
Directors	means the directors of the Company including any person occupying the position of director by whatever name called (and **Director** has a corresponding meaning);
Document	includes a summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
Electronic Form and **Electronic Means**	have the meanings respectively given to them in section 1168 of the CA 2006;
full members	means the full members of the Company in accordance with articles 8.4 and 8.5 (and **full membership** has a corresponding meaning);
Hard Copy and **Hard Copy Form**	have the meanings respectively given to them in section 1168 of the CA 2006;
Hut	means the hut known as Bwthyn ty'n Llidiart (of which the Royal Mail address is Ty'n Llidiart Chapel, Nebo Road, Pentrefoelas, Betws y Coed, Conwy LL24 0LS);

members	means the full members of the Company and also includes the associate members of the Company where the context so requires (and **membership** has a corresponding meaning);
Memorandum	means the memorandum of association of the Company;
Objects	means the objects of the Company set out at article 3 (Objects);
Office	means the registered office of the Company;
Officers	includes the Directors, the Secretary and any managers of the Company;
President	means the person (if any) from time to time appointed as president of the Company, or any other person appointed from time to time to perform the functions of the president of the Company, in accordance with these Articles;
Registrar of Companies	means the registrar of companies for the purposes of Part 35 of the CA 2006;
Secretary	means the person (if any) from time to time appointed as secretary of the Company, or any other person appointed from time to time to perform the functions of the secretary of the Company, in accordance with these Articles;
Transfer Date	means the effective date on which the Company acquires the undertaking, including the assets and liabilities, of the Club;
Treasurer	means the person (if any) from time to time appointed as treasurer of the Company, or any other person

	appointed from time to time to perform the functions of the treasurer of the Company, in accordance with these Articles;
Trust Deed	means the trust deed governing the Hut;
Trustees	means the trustees for the time being of the trust over the Hut established under the Trust Deed;
United Kingdom	means Great Britain and Northern Ireland; and
Writing	includes 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.

3. **Rules of interpretation**

3.1 Words importing one gender only shall include the other genders. Use of the singular includes the plural and vice versa.

3.2 Any phrase introduced by the terms **"including"**, **"include"**, **"in particular"**, **"for example"** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

3.3 Subject as aforesaid, words or expressions contained in these Articles shall, unless the context requires otherwise, bear the same meaning as in the Companies Acts as in force on the day on which the Articles become binding on the Company.

3.4 Subject to article 3.3 above, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or modified from time to time by statute and to subordinate legislation made under it.

3.5 Any ambiguity in the interpretation of these Articles may be determined by the Directors acting reasonably and in good faith.

3.6 The relevant model articles of association for a private company limited by guarantee are hereby expressly excluded.