

The Companies Act 2006

Community Interest Company Limited by Guarantee

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**Articles of Association**  
**of**  
**Chippenham Rifle and Pistol Club C.I.C.**

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## The Companies Act 2006

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**The Companies Act 2006  
Articles of Association**

**of**

**Chippenham Rifle and Pistol Club C.I.C.**

**INTERPRETATION**

**1. Defined Terms**

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

**COMMUNITY AND INTEREST COMPANY AND ASSET LOCK**

**2. Community Interest Company**

The Company is to be a community interest company.

**3. Asset Lock**

3.1 The Company shall not transfer any of its assets other than for full consideration.

3.2 Provided the conditions in Article 3.3 are satisfied, Article 3.1 shall not apply to:

3.2.1 The transfer of assets to any specified asset-locked body, or (with the consent of the Regulator) to any other asset-locked body; and

3.2.2 The transfer of assets made for the benefit of the community other than by way of transfer of assets into an asset-locked body.

3.3 The conditions are that the transfer of assets must comply with any restrictions on the transfer of assets for less than full consideration which may be set out elsewhere in the Memorandum or Articles of the Company.

3.4 The restriction referred to in Article 3.3 is that any transfer of assets shall only be made to a registered Community Amateur Sports Club (CASC) or a charity, following approval by a Special Resolution of the Members.

3.5 If:

The Company is wound up under the Insolvency Act 1986; and  
all its liabilities have been satisfied

any residual assets shall be given or transferred to the asset-locked body specified in Article 3.5 below.

3.6 For the purposes of this Article 3, the following asset-locked body is specified as a potential recipient of the Company's assets under Articles 3.2 and 3.4:

Name: National Small-bore Rifle Association

Charity Registration 215468 Company

Registration 76008

Registered Office: Lord Roberts Centre, Bisley Camp, Woking, Surrey. GU24 0NP

**4. Not for profit**

All surplus income or profits are to be reinvested in the club. No surpluses or assets will be distributed to members or third parties

**OBJECTS, POWERS AND LIMITATION OF LIABILITY**

**5. Objects**

The objects of the Company are to carry on activities which benefit the community and in particular (without limitation) to encourage, promote and facilitate the development of and participation in such target shooting sports as may be lawfully undertaken in accordance with current legislation at that time.

**6. Powers**

In furtherance of the objects but not otherwise the Board of Directors may exercise the following powers;

- 6.1 power to raise funds and to invite and to receive contributions provided that in raising funds the Board of Directors shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;
- 6.2 power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use;
- 6.3 power subject to the conditions in Article 3 and subject to any consents required by law to sell, lease or dispose of all or any part of the property of the Company;
- 6.4 power subject to any consents required by law to borrow money and to charge all or any part of the property of the Company with repayment of the money so borrowed;
- 6.5 power to co-operate with other clubs, voluntary bodies and statutory authorities engaged in furtherance of the objects and to exchange information and advice with them;
- 6.6 power to support any charitable trusts, associations or institutions formed for all or any of the objects;
- 6.7 power to do all such lawful things as are necessary for the achievement of the objects.

**7. Liability of members**

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

- 7.1 payment of the Company's debts and liabilities contracted before he or she ceases to be a member;
- 7.2 payment of the costs, charges and expenses of winding up; and
- 7.3 adjustment of the rights of the contributories among themselves.

## **DIRECTORS**

### **DIRECTORS' POWERS AND RESPONSIBILITIES**

#### **8. Directors' general authority**

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.

#### **9. Members' reserve power**

- 9.1 The members may, by special resolution, direct the Directors to take, or refrain from taking, specific action.
- 9.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

#### **10. Chair**

The Chair of the Board of Directors shall be elected annually at the annual general meeting of the Company.

#### **11. Directors may delegate**

- 11.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:
  - to such person or committee;
  - by such means (including by power of attorney);
  - to such an extent;
  - in relation to such matters or territories; and
  - on such terms and conditions;
  - as they think fit.

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

11.3 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **12. Committees**

12.1 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.

12.2 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.

12.3 All acts and proceedings of any sub-committee shall be fully minuted and promptly reported to the board of Directors.

## **DECISION-MAKING BY DIRECTORS**

### **13. Directors to take decisions collectively**

Any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Article 19.

### **14. Calling a Directors' meeting**

14.1 The Chairman or any four Directors may (and the Secretary, if any, must at the request of the Chairman or any four Directors) call a Directors' meeting.

14.2 A Directors' meeting must be called by at least fourteen Clear Days' notice unless either:

all the Directors agree; or

urgent circumstances require shorter notice.

14.3 Notice of Directors' meetings must be given to each Director.

14.4 Every notice calling a Directors' meeting must specify:

the place, day and time of the meeting; and

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.

14.5 Notice of Directors' meetings need not be in Writing.

14.6 Notice of Directors' meetings may be sent by Electronic Means to an address provided by the Director for the purpose.

14.7 The Directors shall hold at least four ordinary meetings each year.

14.8 Directors' meetings shall follow the standing orders described in clause 52.4 of the Articles

**15. Participation in Directors' meetings**

15.1 Subject to the Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

the meeting has been called and takes place in accordance with the Articles; and

they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

15.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

15.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**16. Quorum for Directors' meetings**

16.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

16.2 The quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than one third of the appointed Directors, and unless otherwise fixed it is five.

16.3 If the total number of Directors for the time being is less than the quorum required, the Directors must not take any decision other than a decision: to appoint further Directors; or

to call a general meeting so as to enable the members to appoint further Directors.

**17. Chairing of Directors' meetings**

The Chair, if any, or in his or her absence another Director nominated by the Directors present shall preside as chair of each Directors' meeting.

**18. Decision making at a meeting**

18.1 Questions arising at a Directors' meeting shall be decided by a majority of votes.

18.2 In all proceedings of Directors each Director must not have more than one vote.

18.3 In case of an equality of votes, the Chair shall have a second or casting vote.

**19. Decisions without a meeting**

19.1 The Directors may take a unanimous decision without a Directors' meeting by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but

need not, take the form of a resolution in Writing, copies of which have been signed by each Director or to which each Director has otherwise indicated agreement in Writing.

19.2 A decision which is made in accordance with Article 19.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:

approval from each Director must be received by one person being either in person as all the Directors have nominated in advance for that purpose or such other person as volunteers if necessary (“the Recipient”), which person may, for the avoidance of doubt, be one of the Directors;

following receipt of responses from all of the Directors, the Recipient must communicate to all of the Directors by any means whether the resolution has been formally approved by the Directors in accordance with this Article 19.2;

the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

the Recipient must prepare a minute of the decision in accordance with Article 48.

## **20. Conflicts of interest**

20.1 Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to all Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.

20.2 If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.

20.3 Whenever a matter is to be discussed at a meeting or decided in accordance with Article 19 and a Director has a Conflict of Interest in respect of that matter then, subject to Article 21, he or she must:

remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;

not be counted in the quorum for that part of the meeting;

and withdraw during the vote and have no vote on the matter.

20.4 When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her

## **21. Directors’ power to authorise a conflict of interest**

21.1 The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:

In relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 20.3;

in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and

21.2 If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 21.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.

21.3 A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 21.1 (subject to any limits or conditions to which such approval was subject).

## **22. Register of Directors' interests**

The Directors shall cause a register of Directors' interests to be kept. A Director must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Company or in any transaction or arrangement entered into by the Company which has not previously been declared.

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

### **23. Methods of appointing directors**

23.1 Those persons notified to the Registrar of Companies as the first Directors OF THE Company shall be the first Directors.

23.2 The board of Directors shall be appointed annually and consist of not less than eight full current members of the Company and not more than twelve CURRENT members of the Company being:

- (a) members who are willing to act as a Director; and
- (b) are permitted by law to do so; and
- (c) honorary officers of Chairman, Secretary, Treasurer, and Captains elected at the annual general meeting; and
- (d) not less than three and not more than seven other members elected at the annual general meeting; and

- (e) in addition, by a decision of the Directors a maximum of two co-opted members may be appointed.
- 23.3 In any case where, as a result of death, the Company has no members and or Directors, the personal representatives of the last member to have died have the right, by notice in writing, to appoint a person to be a member.
- 23.4 For the purposes of Article 23.3, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

## **24. Termination of Director's appointment**

A person ceases to be a Director as soon as:

- (a) the annual general meeting subsequent to his/her year of appointment commences
- (b) that person ceases to be a Director by virtue of any provision of the Companies Acts, or is prohibited from being a Director by law;
- (c) a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;
- (d) a composition is made with that person's creditors generally in satisfaction of that person's debts;
- (e) notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms and at a date at least one month after the date of the notice (but only if at least eight Directors will remain in office when such resignation has taken effect);
- (f) the Director becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- (g) the Director fails to attend three consecutive meetings of the Directors, without good reason notified in writing to the Secretary, and the Directors resolve that the Director be removed for this reason; or
- (h) at a general meeting of the Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views;
- (i) the Director ceases to be a member of the Company

## **25. Directors' remuneration**

- 25.1 Directors may undertake any services for the Company that the Directors decide.

- 25.2 Directors are entitled to such remuneration as the Directors determine:
- (a) for their services to the Company when acting in a professional capacity when instructed by other Directors and be paid all the usual professional charges for business done by him or her or his or her firm provided that at no time shall a majority of the Directors benefit under this provision and that a Director shall withdraw from any meeting at which his or her own instruction or remuneration, or that of his or her firm, is under discussion.
  - (b) subject to the provision of sub-clause 25.2 (a) no Director shall acquire any interest in property belonging to the Company or receive remuneration or be interested (otherwise than as a Director) in any contract entered into by the Company.
- 25.3 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 25.4 Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other Officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.

**26. Directors' expenses**

The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

- (a) meetings of Directors or committees of Directors;
- (b) general meetings; or
- (c) separate meetings of any class of members or of the holders of any debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

**MEMBERS**

**BECOMING AND CEASING TO BE A MEMBER**

**27. Becoming a member**

- 27.1 The subscribers to the Memorandum are the first members of the Company.
- 27.2 Such other persons as are admitted to membership in accordance with the Articles shall be members of the Company.
- 27.3 No person shall be admitted a member of the Company unless they are approved by the Directors in any given financial year.

- 27.4 Every person who wishes to become a member shall deliver to the Company an application for membership in such form (and containing such information) as the Directors require and executed by him or her.
- 27.5 No person shall be admitted a member of the Company unless he or she has paid the required fee or annual subscription as fixed from time to time by the Members present at the annual general meeting or any extra ordinary meeting called specifically for that purpose.
- 27.6 The Directors may create any class of member they deem necessary and may determine what benefits or rights such members may have, and may lay down procedures for the introduction of prospective new members to the Company. The exercise of any such powers by the Directors shall be subject to ratification by the next annual general meeting of the Company by means of appropriate amendment(s) to Articles of Association of the Company
- 27.7 Classes of membership are as defined in clause 52.2 of these Articles
- 27.8 Membership is open to people of all genders, ages, disabilities, ethnicities, nationalities, sexual orientations, religions or beliefs, and ability, except as a necessary consequence of the requirements of shooting and provided always that they do not have a criminal record precluding them from handling firearms. For safety reasons, membership is restricted to those who have attained the age of eleven on the day of application. The Board Of Directors may refuse membership, or remove it, only for good cause such as conduct or character likely to bring the club or sport into disrepute. Appeal against refusal or removal may be made to the members.

## **28. Termination of membership**

28.1 Membership is not transferable to anyone else.

28.2 Membership is terminated if:

the member dies or ceases to exist;

otherwise in accordance with the Articles; or

at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the member be expelled on the ground that his or her continued membership is harmful to or is likely to become harmful to the interests of the Company. Such a resolution may not be passed unless the member has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him or her.

## **ORGANISATION OF GENERAL MEETINGS**

### **29. General meetings**

- 29.1 The Directors must call an annual general meeting in January of every year
- 29.2 The Directors may call a general meeting at any time.
- 29.3 The Directors must call a general meeting if required to do so by the members under the Companies Acts.

**30. Length of notice**

All general meetings must be called by either:

- 30.1 at least 14 Clear Days' notice; or
- 30.2 shorter notice if it is so agreed by a majority of the members having a right to attend and vote at that meeting. Any such majority must together represent at least 90% of the total voting rights at that meeting of all the members.

**31. Contents of notice**

- 31.1 Every notice calling a general meeting must specify the place, day and time of the meeting, whether it is a general or an annual general meeting, and the general nature of the business to be transacted.
- 31.2 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.
- 31.3 In every notice calling a meeting of the Company there must appear with reasonable prominence a statement informing the member of his or her rights to appoint another person as his or her proxy at a general meeting.

**32. Service of notice**

Notice of general meetings must be given to every member, to the Directors and to the auditors of the Company, as in clause 30.1.

**33. Attendance and speaking at general meetings**

- 33.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 33.2 A person is able to exercise the right to vote at a general meeting when:  
that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and  
that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 33.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 33.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 33.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **34. Quorum for general meetings**

- 34.1 No business (other than the appointment of the chair of the meeting) may be transacted at any general meeting unless a quorum is present.
- 34.2 20% of the total voting membership (represented in person or by proxy) shall be a quorum.
- 34.3 If a quorum is not present within half an hour from the time appointed for the meeting, the meeting 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 Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting 10% of the voting membership shall be a quorum.

#### **35. Chairing general meetings**

- 35.1 The Chair (if any) or in his or her absence some other Director nominated by the Directors will preside as chair of every general meeting.
- 35.2 If neither the Chair nor such other Director nominated in accordance with Article 35.1 (if any) is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to chair the meeting and, if there is only one Director present and willing to act, he or she shall be chair of the meeting.
- 35.3 If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a member entitled to vote shall not be entitled to be appointed chair of the meeting.

#### **36. Attendance and speaking by Directors and non-members**

- 36.1 Only members may attend and speak at any general meeting.

#### **37. Adjournment**

- 37.1 The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- the meeting consents to an adjournment; or

it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

- 37.2 The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 37.3 When adjourning a general meeting, the chair of the meeting must:
- either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
- have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 37.4 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven Clear Days' notice of it:
- to the same persons to whom notice of the Company's general meetings is required to be given; and
- containing the same information which such notice is required to contain.
- 37.5 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

#### **VOTING AT GENERAL MEETINGS**

##### **38. Voting: general**

- 38.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 38.2 A person who is not a member of the Company shall not have any right to vote at a general meeting of the Company; but this is without prejudice to any right to vote on a resolution affecting the rights attached to a class of the Company's debentures.
- 38.3 Article 38.2 shall not prevent a person who is a proxy for a member from voting at a general meeting of the Company.

##### **39. Votes**

- 39.1 On a vote on a resolution on a show of hands at a meeting every person present in person (whether a member or proxy of a member) and entitled to vote shall have a maximum of one vote.
- 39.2 On a vote on a resolution on a poll at a meeting every member present in person or by proxy shall have one vote.

39.3 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have.

39.4 No member shall be entitled to vote at any general meeting unless all monies presently payable by him or her to the Company have been paid.

#### **40. Poll votes**

40.1 A poll on a resolution may be demanded:

in advance of the general meeting where it is to be put to the vote; or

at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

40.2 A poll may be demanded by:

The chair of the meeting;

the Directors;

two or more persons having the right to vote on the resolution;

any person, who, by virtue of being appointed proxy for one or more members having the right to vote at the meeting, holds two or more votes; or

a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

40.3 A demand for a poll may be withdrawn if:

the poll has not yet been taken; and

the chair of the meeting consents to the withdrawal.

40.4 Polls must be taken immediately and in such manner as the chair of the meeting directs.

#### **41. Errors and disputes**

41.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

41.2 Any such objection must be referred to the chair of the meeting whose decision is final.

#### **42. Content of proxy notices**

42.1 Proxies may only validly be appointed by a notice in writing (a "Proxy Notice") which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

42.2 The Company may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.

42.3 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

42.4 Unless a Proxy Notice indicates otherwise, it must be treated as:

- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

#### **43. Delivery of proxy notices**

43.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

43.2 An appointment under a Proxy Notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.

43.3 A notice revoking the appointment of a proxy only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

#### **44. Amendments to resolutions**

44.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

Notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chair of the meeting may determine); and

the proposed amendment does not, in the reasonable opinion of the chair of the meeting, materially alter the scope of the resolution.

44.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

the chair of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

- 44.3 If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

## **WRITTEN RESOLUTIONS**

### **45. Written resolutions**

- 45.1 Subject to Article 45.3, a written resolution of the Company passed in accordance with this Article 45 shall have effect as if passed by the Company in general meeting:

A written resolution is passed as an ordinary resolution if it is passed by a simple majority of the total voting rights of eligible members.

A written resolution is passed as a special resolution if it is passed by members representing not less than 75% of the total voting rights of eligible members. A written resolution is not a special resolution unless it states that it was proposed as a special resolution.

- 45.2 In relation to a resolution proposed as a written resolution of the Company the eligible members are the members who would have been entitled to vote on the resolution on the circulation date of the resolution.
- 45.3 A members' resolution under the Companies Acts removing a Director or an auditor before the expiration of his or her term of office may not be passed as a written resolution.
- 45.4 A copy of the written resolution must be sent to every member together with a statement informing the member how to signify their agreement to the resolution and the date by which the resolution must be passed if it is not to lapse. Communications in relation to written notices shall be sent to the Company's auditors in accordance with the Companies Acts.
- 45.5 A member signifies their agreement to a proposed written resolution when the Company receives from him or her an authenticated Document identifying the resolution to which it relates and indicating his or her agreement to the resolution.

If the Document is sent to the Company in Hard Copy Form, it is authenticated if it bears the member's signature.

If the Document is sent to the Company by Electronic Means, it is authenticated if [ it bears the member's signature] or [if the identity of the member is confirmed in a

manner agreed by the Directors] or [if it is accompanied by a statement of the identity of the member and the Company has no reason to doubt the truth of that statement] or [if it is from an email Address notified by the member to the Company for the purposes of receiving Documents or information by Electronic Means].

- 45.6 A written resolution is passed when the required majority of eligible members have signified their agreement to it.
- 45.7 A proposed written resolution lapses if it is not passed within 28 days beginning with the circulation date.

#### **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

##### **46. Means of communication to be used**

- 46.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company.
- 46.2 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 by which that Director has asked to be sent or supplied with such notices or Documents for the time being.
- 46.3 A Director may agree with the Company that notices or Documents sent to that Director in a particular way are to be deemed to have been received within an agreed time of their being sent, and for the agreed time to be less than 48 hours.

##### **47. Irregularities**

The proceedings at any meeting or on 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 any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not referred to in the notice unless a provision of the Companies Acts specifies that such informality, irregularity or want of qualification shall invalidate it.

##### **48. Minutes**

- 48.1 The Directors must cause minutes to be made in books kept for the purpose:
- of all appointments of officers made by the Directors;
  - of all resolutions of the Company and of the Directors; and
  - of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Directors' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Director of the Company, be sufficient evidence of the proceedings.

48.2 The minutes must be kept for at least ten years from the date of the meeting resolution or decision.

#### **49. Records and accounts**

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

49.1 annual reports;

49.2 annual returns; and

49.3 annual statements of account.

#### **50. Indemnity**

50.1 Subject to Article 50.2, a relevant Director of the Company or an associated company may be indemnified out of the Company's assets against:

- (a) any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated company;
- (b) any liability incurred by that Director in connection with the activities of the Company or an Associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and
- (c) any other liability incurred by that Director as an officer of the Company or an Associated company.

50.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

50.3 In this Article:

- (a) companies are Associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
- (b) a "relevant Director" means any Director or former Director of the Company or an Associated company.

#### **51. Insurance**

- 51.1 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.
- 51.2 In this Article:
- (a) a “relevant Director” means any Director or former Director of the Company or an Associated company;
  - (b) a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any Associated company or any pension fund or employees’ share scheme of the company or associated company; and
  - (c) companies are Associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

## **52 Byelaws**

### **52.1 *General***

#### 52.1.1 Definitions

- 1) Words denoting the masculine gender are taken to include the feminine gender
- 2) “The Club” means the Chippenham Rifle & Pistol Club CIC
- 3) Unless stated otherwise, “member” means a current full member (i.e. an annual junior or senior member whose subscription is paid up to date, or an honorary life member).
- 4) “Range(s)” means the range facilities owned, leased or occupied by the Club at Patterdown Range, Patterdown, Chippenham, Wiltshire and includes both the land and buildings
- 5) The Club’s “premises” means the place(s) where the Club carries out its activities

#### 52.1.2 (Void)

52.1.3 All classes of member shall be provided with a copy of these Articles and any amendments pertaining thereto. In accepting membership of the Club members confirm acceptance of these Articles and will be bound by them

52.1.4 The Club shall seek the approval of the appropriate Home Office Department as provided for by the relevant firearms legislation for the relevant categories of firearm which are used by members for the Club’s activities and shall comply with the criteria laid down from time to time by that Department for the granting of such approval

52.1.5 The Club may affiliate to any body where, in the opinion of the Board of Directors, such affiliation would be in the best interests of the Club

52.1.6 Notwithstanding any provision hereof every member, visitor or guest shall be bound by any rules or regulations of any official governing body to which the Club is at any time affiliated, and by all relevant statutes or other instruments of law which may be in force. The Club and the members of the Board of Directors shall not be liable in respect of any loss or damage arising as a result of any breach or non-observance thereof by any member, visitor or guest

## **52.2 Membership**

- 52.2.1 Membership subscriptions are due on 31st October annually. The membership year runs 31<sup>st</sup> December to 31<sup>st</sup> December of the following year.
- 52.2.2 Annual subscriptions for all classes of members (except honorary life members) and joining fees shall be fixed by the members at the annual general meeting
- 52.2.3 The classes of membership within the Club are: 1) Probationary member 2) Annual member 3) Junior member 4) Senior member 5) Honorary life member 6) Guest member 7) Social member. Annual, junior, senior and honorary life members are full members of the Club and are entitled to vote at annual and extraordinary general meetings. Probationary, Guest members, and social members are not entitled to vote
- 52.2.4 All applications or recommendations for any class of membership of the Club must be made to the Secretary, who shall be responsible for taking the steps necessary to process them
- 52.2.5 Upon receipt of an application for election to any class of membership the Secretary shall circulate the application to the members of the Board of Directors for their approval. If the prospective member intends to use firearms of a category for which the Club is approved by the Home Office, the Police Liaison Officer shall inform the police of receipt of the application and of the outcome of the application
- 52.2.6 On a vote on any application for membership a simple majority of those present and eligible to vote shall constitute acceptance
- 52.2.7 Upon acceptance of his application the applicant is liable to pay the annual subscription appropriate to the class of membership to which he/she has been elected. If the event that membership is accepted after 31<sup>st</sup> January the applicant is required to pay a pro-rata subscription for the first year.
- 52.2.8 Upon payment of the relevant subscription the Secretary shall issue a membership card and enter the applicant's name in the Register of Members of the Club. The period of membership shall begin from the date of such entry in the Register
- 52.2.9 Any member of any class who fails to pay any relevant subscription by 31st December will automatically cease to be a member of the Club with effect from that date

- 52.2.10 The Board of Directors has an absolute discretion to allow a person whose membership has lapsed as a result of non-payment of subscription to be reinstated upon payment of the relevant subscription and of any other sums which may be due and owing to the Club by the person concerned. The Board of Directors may require a person whose membership has lapsed to re-apply for membership
- 52.2.11 Any member whose membership is terminated voluntarily or under Clause 52.8.12 of these byelaws shall not be entitled to any refund of membership subscription or other charges which may have been paid, and will remain liable for any subscription, fees or charges which may at the date of termination be due and owing to the Club
- 52.2.12 Any member shall immediately notify the Secretary if his authority or suitability to own, use or be in possession of any firearm or ammunition is or may be affected by any event or change in his circumstances

**52.2.13 *Probationary Membership***

- 1) A probationary member is a person with a minimum age of eleven whose application for probationary membership of the Club has been accepted by the Board of Directors and who has paid the relevant joining fee
- 2) An applicant for probationary membership shall complete a membership application form and give the names and addresses of two referees who have known the applicant for not less than two years, submitting the form to the Secretary
- 3) All applicants for probationary membership shall attend one of the Club's Induction Day sessions before they can shoot on the Club's ranges
- 4) If the application is rejected by the Board of Directors the joining fee will be returned to the applicant
- 5) Once the application has been accepted by the Board of Directors, and the applicant has completed a course of instruction in accordance with clause 52.5.9, a probationary member may shoot on the Club's ranges under the supervision of a full member of at least six months standing who holds a firearm certificate. This does not apply to an air member probationer, but must complete eight attendances at the club closely supervised by any range officer.
- 6) After serving not less than three months as a probationary rimfire member, during which the applicant has shot on the Club's ranges on not less than eight occasions , application may be made for full membership
- 7) The Club's instructors will assess each probationary member towards the end of their probationary membership period and make a recommendation to the Board of Directors with regard to suitability for full membership
- 8) The Board of Directors has an absolute discretion to extend the probationary period for any or all probationary members, and to impose such conditions as it deems fit on any or all probationary members

#### **52.2.14 Annual Membership**

- 1) An annual member is a person who has been elected to annual membership by the Board of Directors and who has paid his/her membership subscription for the current year
- 2) Any person who can prove that they are already a full member of another Home Office approved club, and holds a current firearm certificate, may apply to the Board of Directors to become a full member of the Club without the need for a period of probationary membership as under clause 52.2.18 (1)
- 3) A person covered by clause 52.14.2 above, or a probationary member who has completed his probationary period shall apply in writing for election to annual membership
- 4) All applicants for annual membership must be sponsored by not less than two members of the Board of Directors, who shall counter-sign the application as proposer and seconder
- 5) Upon receipt of an application from a probationary member the Secretary shall obtain from the member(s) who have supervised the applicant during his probationary period a report on his safety record and progress, to lay before the Board of Directors with the application
- 6) In considering an application by a probationary member the Board of Directors shall have regard to whether, in the opinion of those supervising him, the applicant has a satisfactory safety record and has made adequate progress during his probationary period
- 7) Upon election to annual membership a former probationary member shall be required to pay the balance of the annual membership subscription
- 8) Annual, Senior and Junior Members are expected to provide support in kind by way of no less than 8 hours during each financial year to help support, maintain and improve the Club's facilities and activities. In recognition of this input the annual subscription for the following financial year would be reduced by 10%
- 9) Annual, Senior & Junior membership includes £10 discount for entry to one Open Shoot organised by the Club during each financial year
- 10) All Annual, Senior & Junior members to shoot at the Club's Range(s) at least once every 3 months, except in exceptional circumstances, which are to be notified to the Secretary
- 11) All Annual, Senior and Junior Members shall enter into at least one competitive shooting competition (either an individual competition or a team competition) in any one financial year, except in exceptional circumstances notified in writing to the Club Secretary
- 12) As under clause 27.6 Full Members, Senior Members, Junior Members, and Guests shall have full access to all facilities at the Club and access to all Shooting Ranges at or used by the Club, and shall have precedence of selection into any given team competitions entered into on behalf of the Club.

Social Members shall only have use of the Club Clubhouse.

**52.2.15 Junior Membership**

- 1) A junior member is a person who has attained the age of eleven on the day of application but not attained the age of 21 years at the start of the Club's current financial year, and who has been elected to annual membership by the Board of Directors and has paid his membership subscription for the current year
- 2) Where an applicant for probationary or annual membership is under the age of 16 years his application must be counter-signed by a parent or guardian

**52.2.16 Senior Membership**

A senior member is an annual member who has attained the age of 65 years at the start of the Club's current financial year, and who has been elected to annual membership by the Board of Directors and has paid his membership subscription for the current year

**52.2.17 Honorary Life Membership**

- 1) An honorary life member is a person who has been elected to such membership by a motion supported by not less than two-thirds of the members present and voting at an annual general meeting, in recognition of that person's outstanding service to the Club or to the sport
- 2) Honorary life members shall not be required to pay any membership subscription

**52.2.18 VOID**

**52.2.19 Social Membership**

- 1) A social member is a person whose application for social membership has been accepted by the Board of Directors

- 2) A social member shall not have access to Section 1 firearms or to rimfire ammunition on the Club's premises
- 3) An applicant for social membership shall complete the relevant sections of a membership application form
- 4) If the applicant is known to an existing current full member of the Club that member may act as the applicant's sponsor, in which case he must sign the application form as the proposer
- 5) If no sponsor is available within the Club, the applicant must provide the name and address of a referee who has known him for not less than five years
- 6) The completed application form, and details of the referee if necessary, must be handed to the Secretary
- 7) If the applicant is not sponsored by a member, the Secretary shall take up his reference before submitting the application to the Board of Directors

### **52.3 Administration of the Club**

- 52.3.1 The President and Vice-Presidents shall not be ex officio members of the Board of Directors but are free to stand for election to that Committee
- 52.3.2 All correspondence for the Club shall be handed to the Club Secretary. No member except the Club Secretary may enter into or answer any correspondence on behalf of the Club without the express authority of the Chairman/Chairperson, the Company Secretary or the Board of Directors
- 52.3.3 In the event of any dispute over voting rights the Secretary, or in his absence the Chairman of the meeting, shall determine who is entitled to vote at any Committee meeting, annual general meeting or extraordinary general meeting
- 52.3.4 A register of all members past and present shall be kept by the Secretary and can be inspected by any member, subject to giving reasonable written notice to the Secretary and subject to any relevant legislation
- 52.3.5 The Treasurer shall maintain the general accounts and ledger books of the Club and shall receive all monies paid by, or given to any member which is for the benefit of the Club.
  - 52.3.5.1 Any Director or club member engaging with any supplier or contractor for providing any goods or any service to or on behalf of the Club must first agree the terms of business and any expenditure greater than £100.00 with the majority of the Board of Directors prior to agreeing terms of business or making any payment with any supplier or contractor
- 52.3.6 Any member receiving any money on behalf of the Club must as soon as possible pass the same to the Treasurer
- 52.3.7 The Club's financial year end date shall be 31<sup>st</sup> December
- 52.3.8 Any member standing for election as an officer of the Club or member of the Board of Directors must be proposed by two members and must give to the Secretary not less than five days before the relevant meeting his consent to stand for election

- 52.3.9 Any member who is unable to attend an annual or extraordinary general meeting shall be entitled to lodge a proxy vote with the Chairman of the meeting provided that the proxy is confirmed in writing to the Secretary at least two days prior to the date of the relevant meeting
- 52.3.10 The business of the annual general meeting shall be: -
- 1) Apologies for absence
  - 2) Approval of the minutes of the last annual general meeting
  - 3) Matters Arising from those Minutes
  - 4) General reports covering the preceding year and the present state of the Club  
AND its members
  - 5) Presentation and acceptance of the accounts for the preceding financial year
  - 6) Appointment of auditors
  - 7) Fixing membership subscriptions, joining fees, range fees and visitors' fees for the coming year
  - 8) Election or re-election of President
  - 9) Election or re-election of Vice-Presidents
  - 10) Election of Chairman
  - 11) Election of Secretary
  - 12) Election of Treasurer
  - 13) Election of Club Captains
  - 14) Election of Board of Directors Members
  - 15) Consideration of any recommendations by the outgoing Board of Directors for changes to the Articles Of Association.
  - 16) Consideration of any item(s) of business notified in writing to the Secretary by any member not later than fourteen days before the date of the annual general meeting. Before any such item is placed on the agenda for discussion it must be proposed as an item for inclusion on the agenda for the annual general meeting by at least two members of the Club
  - 17) Any other business at the sole discretion of the Chairman of the meeting. Any matter discussed under "any other business" may only be for consideration or recommendation and must be ratified at a future meeting of the new Board of Directors, or (where necessary) at a future annual general meeting or extraordinary general meeting
- 52.3.11 Any full member of not less than nine months standing may stand for election of the Board of Directors, or as an officer of the Club, if proposed and seconded by at least two other members at an annual or extraordinary general meeting

52.3.12 A member of the Board of Directors may be removed from office by a motion supported by at least three quarters of those present and voting at an extraordinary general meeting.

#### **52.4 Board meetings**

52.4.1 The Secretary shall give to all Board members at least 14 days' notice of each meeting of the Board of Directors, such notice to be in writing or by electronic means

52.4.2 The Secretary shall agree the agenda of each Board of Directors meeting with the Chairman not less than 10 days prior to the meeting. The agenda for the meeting shall be distributed to the members of the Board not less than 7 days before the meeting

52.4.3 The business at Board of Directors meetings shall be: -

- 1) Apologies for absence
- 2) Approval of the minutes of the last meeting
- 3) Matters arising from those minutes
- 4) Specific items placed on the agenda for consideration, recommendation or ratification
- 5) Consideration of applications for membership
- 6) Recommendation for the annual general meeting of membership fees for the coming year (Autumn Meeting)
- 7) Any other business at the discretion of the Chairman of the meeting

Any matter discussed under "any other business" may only be for consideration or recommendation and must be ratified at a future Board of Directors meeting or at a general meeting

52.4.4 Any member may address a meeting of the Board of Directors in person upon written application to the Secretary. The Board shall hear the member at its next meeting provided that the application is received by the Secretary at least 14 days prior to that meeting

52.4.5 Any member may make written representations to the Board of Directors upon any matter relevant to the management of the Club. Such representations shall be addressed to the Secretary who will place them before the Board of Directors at its next meeting. Such representations must be received by the Secretary at least 14 days prior to the meeting at which they are to be considered

52.4.6 The Board of Directors may incur liabilities and pay any accounts on behalf of the Club

- 52.4.7 The members of the Board are hereby indemnified by the Club in respect of: 1) any liability reasonably and properly incurred by them on behalf of the Club; and 2) all claims which may be made against them as a result of any death, injury, disability or damage to property arising from the Club's activities on the Club's property or on any other property or elsewhere, claims brought under Occupiers' Liability legislation and claims in nuisance
- 52.4.8 The Board of Directors shall ensure that the Club has the benefit of appropriate and adequate insurance in respect of all relevant risks
- 52.4.9 The Board of Directors may recommend by way of a resolution for consideration and ratification at an annual general meeting, or at an extraordinary general meeting called for that specific purpose, changes to membership fees, range fees, any other Club charges levied upon its members or upon other users of its facilities
- 52.4.10 Applications for membership shall be placed before the Board of Directors.
- 52.4.11 Any Board of Directors member who is unable to attend a board meeting shall be entitled to lodge a proxy vote with the Chairman so long as the proxy vote confirmed in writing to the Secretary at least two days prior to the date of the relevant meeting
- 52.4.12 Subject to ratification by the Club in annual general meeting, the Board of Directors may add, amend or delete any clause contained within these byelaws. Any such change must be supported by at least two-thirds of the members of the Board of Directors. Any proposal for such addition, amendment or deletion shall be published to the Club membership by a notice displayed at the Club premises for not less than four weeks immediately preceding the date of the meeting at which the proposal will be considered
- 52.4.13 All members shall be deemed to have been notified of any addition to, amendment of or deletion from these byelaws, or of any other matter over which the Board of Directors has jurisdiction once a written notice thereof, signed by the Chairman or in his absence by the Secretary is displayed at the Club's premises
- 52.5 Conduct of Club Activities**
- 52.5.1 Only approved air guns and .22 caliber rimfire rifles and pistols may be fired on the appropriate ranges
- 52.5.2 All members shall notify the Secretary of any material circumstance arising. Including revocation of his firearm certificate, which may affect his suitability to be in possession of firearms and/or ammunition
- 52.5.3 All persons on any part of the Club's .22 ranges when firing is in progress must use an adequately effective hearing protection device
- 52.5.4 The Secretary may request any suitably qualified member of the Club to act as a Range Officer. The Board of Directors may override the Secretary's selection of Range Officers

- 52.5.5 One or more range logbooks shall be kept either at the Club's premises or in a secure electronic manner for the purposes of recording:
- 1) the names and periods of duty of the Range Officers supervising shooting on the Club's ranges;
  - 2) the names of all persons shooting on the Club's range(s);
  - 3) any infringement of the Club's Safety Rules;
  - 4) all sales of ammunition and other goods to persons using the Club's facilities;
  - 5) any other information which the Board of Directors may require
- 52.5.6 All members must sign the range logbook giving details of the firearms used and the competitions in which they took part on every occasion when they shoot on the Club's range(s)
- 52.5.7 All visitors and guests must sign the range logbook and pay the visitor's fee if they shoot on the Club's range(s)
- 52.5.8 Members shall have access to all parts of the Club's range(s), subject to the provisions of these byelaws, to any instructions given by the Range Officer, and to any notice posted by the Board of Directors
- 52.5.9 A probationary member must undertake a course of instruction in the safe handling of firearms or (non Section 1 defined) air weapons, as applicable to their desired membership sub category before he/she is permitted to take part in live firing on the Club's range(s)
- 52.5.10 A probationary member must be supervised at all times when he is on the Club's range(s) by a full member who holds a firearm certificate, a Range Officer or a qualified coach as applicable to the probationary shooting activity.
- 52.5.11 No person under the age of 16 years shall have access to the range unless he is at all times under the supervision of a parent or guardian, or of a member appointed by his parent or guardian to supervise him
- 52.5.12 A person who becomes a member solely for the purpose of participating in Airgun disciplines shall not have access to Section 1 firearms or to rimfire Ammunition on the Club's premises. If such a member wishes to participate in a small-bore discipline, he must be subject to the same supervision as is required for a probationary member for a period of not less than three months
- 52.5.13 Details shall last no longer than 30 minutes for 20-shot cards and 15 minutes for 10-shot cards. This byelaw shall not apply during a competition, or if the Range Officer directs otherwise
- 52.5.14 All members, visitors and guests using the Club's ranges are to conduct themselves in a dignified manner on the range and show due courtesy to other users of the range

- 52.5.15 Every shooter shall ensure that he leaves the firing point clean and tidy when he has finished shooting, and that his spent cartridges are placed in the bins provided. This applies even if the firing point was not left clean and tidy by the previous user
- 52.5.16 Conversation in the firing point area shall be conducted in a quiet and subdued manner which does not distract shooters on the firing point
- 52.5.17 No animal shall be allowed on to any part of the Club's premises unless it is at all times under the control of its owner
- 52.5.18 The Range Officer on duty, or any member of the Board of Directors may insist upon the immediate removal from any part of the Club's premises of any child or animal that is causing a disturbance which may distract shooters on the firing point

## **52.6 Safety**

- 52.6.1 The Club has adopted the Standard Safety Rules issued by the NSRA, subject to amendments necessary to reflect the particular circumstances of the Club
- 52.6.2 The Safety Rules shall be displayed on the Club noticeboard, and at each of the Club's ranges, at all times when the Club's facilities are in use
- 52.6.3. Every person using the Club's facilities must at all times abide by the Safety Rules and the Range Orders specified in the relevant Range Safety Certificate

## **52.7 Range Officers**

- 52.7.1 The Range Officer on duty is authorised to act as the Board of Directors representative on the range when shooting is in progress
- 52.7.2. The Range Officer on duty shall ensure that all shooting is conducted in accordance with:
  - 1) the Range Orders and conditions laid down in the range safety certificate;
  - 2) conditions laid down by MOD, TAVRA, or the landlord of the range;
  - 3) the Club's Safety Rules;
  - 4) requirements laid down under "Conduct of Club Activities" in these byelaws
- 52.7.3 Range Officers' periods of duty shall be set out in a rota drawn up by the Secretary and posted on the Club's noticeboard, or as decided by any member of the Board of Directors who is present
- 52.7.4. If a Range Officer is unable to be present on the range during the whole of his duty period he is responsible for arranging for a suitably qualified person to act as Range Officer in his absence
- 52.7.5 The Range Officer on duty is responsible for opening the range before shooting begins, and for ensuring that the range is in a safe condition for shooting to take place

- 52.7.6 When shooting has finished the Range Officer is responsible for ensuring that the range is secured in accordance with any requirements laid down by the Board of Directors
- 52.7.7 The Range Officer is entitled to refuse permission for any person to shoot on the ranges if he has reason to believe that they are not in a fit condition to do so
- 52.7.8 The Range Officer is entitled to refuse permission for any person to use the ranges outside the range times fixed by the Board of Directors
- 52.7.9 The Range Officer is responsible for maintaining the range logbook throughout his duty period
- 52.7.10 The Range Officer must ensure that any person who has acquired ammunition whilst on the Club premises, and who wishes to remove it from the premises, is authorised to do so under his firearm certificate, and that the ammunition has been entered on the firearm certificate
- 52.7.11 The Club will adhere to the Child and Vulnerable Adult and the Equality Policies of the National Small-bore Rifle Association

## **52.8 Disciplinary Matters**

- 52.8.1 It is the responsibility of all members to inform the Board of Directors of any conduct on the company premises by any person, whether or not they are a member of the Club, that is illegal, unsafe, dishonest, discreditable, ungentlemanly or contrary to the conditions of the range safety certificate(s)
- 52.8.2 Such reports must be made to the Secretary, or if they are not available, to the Chairman or Treasurer
- 52.8.3 If the incident is such that the Police Firearms Department should be notified of it, it is the duty of the Secretary (Chairman or Treasurer) to give such notice within 24 hours of receiving the report. This step shall be taken in addition to any disciplinary action against the accused person as provided for below
- 52.8.4 Any member with a grievance that they are considering as the basis of a Formal Complaint under the Club's Disciplinary Procedure below should first raise the matter informally with the Chair of the Club's Board of Directors (unless the Chair is the subject of the grievance and the matter should first be raised informally with the Club Secretary or another senior member of the Board of Directors), making it clear that they are considering making a Formal Complaint. The Chair (or Club Secretary) will select a Board Member to act as mediator and will normally investigate the grievance without unreasonable delay. This may include meeting with the individual raising the grievance, the person or persons against whom the grievance is raised, or witnesses to the event. The chosen Board member will, after endeavoring to resolve the grievance, inform the Complainant of the outcome of the mediation either orally or in writing.

A written reply will always be given by the Board member if the Complainant requests it. If the matter of the complaint is one requiring the immediate involvement of the NSRA or the Police then this informal procedure should be disregarded and the complaint raised immediately with the Club Chair or Club Secretary as required under clause 52.8.2 above. Where the immediate intervention of authorities external to the Club is not required a Formal Complaint will only be acted on by the Club officials if the grievance has not been resolved informally by this prior process.

- 52.8.5 The Secretary (Chairman or Treasurer) shall convene a meeting of three members of the Board of Directors or where all Board Members are unavailable due to –ill health or are witness(es) or are excluded under clause 20, then a non-board member shall be co-opted’ solely for the purpose to sit as a Sub-Committee to consider the matter as soon as reasonably practicable after notification of the incident
- 52.8.6 The Secretary (Chairman or Treasurer) shall in the intervening period obtain oral statements and statements in writing from both the accused and the accuser, and if necessary from any witness(es), and will lay those statements before the Sub-Committee when it meets. The accuser shall write an allegation in the singular against another member(s), the accuser shall not write allegations in the plural in any one Formal Complaint. The Sub Committee shall not consider any evidence or outcomes from the mediated informal complaint process
- 52.8.7 The Sub-Committee, having examined the evidence, may decide: 1) That there is no case to answer in which case the accuser and accused will be informed by the Secretary that the matter is closed, or 2) That there is a case to answer in which case the matter shall be the subject of a disciplinary hearing and clauses 52.8.9 to 52.8.15 shall apply
- 52.8.8 If there is a case to answer a Disciplinary Committee comprising five members of the Board of Directors shall conduct the disciplinary hearing within 28 days of the meeting held under 52.8.3 above except in exceptional circumstances as in clause 52.8.3
- 52.8.9 At the disciplinary hearing all parties to the incident may attend in person, and the accused may have with him a friend or advisor. If the accused does not attend he shall be entitled to receive a copy of the record of the hearing within 7 days of it taking place, or within 5 days of requesting the same, whichever is later
- 52.8.10 The Disciplinary Committee will consider all written evidence as well as oral submissions when reaching their decision
- 52.8.11 The Disciplinary Committee shall first decide whether the allegation has been proved or not
- 52.8.12 If it decides that the allegation has not been proved it shall declare formally that the matter is closed. The accused shall be entitled to ask for notice to that effect to be given to members, and if he does so such notice must be given within 7 days of the decision being made
- 52.8.13 If it decides that the allegation has been proved, the Disciplinary Committee may impose one or more of the following penalties:

- 1) A verbal warning
  - 2) A written reprimand
  - 3) Suspension of the right to use the Club's ranges for a fixed period of time
  - 4) Suspension of the right to use any of the Club's facilities for a fixed period of time
  - 5) Suspension of all membership rights for a fixed period of time
  - 6) Immediate termination of membership of the Club, or in the case of a non-member of the right to make use of any of the Club's facilities
- 52.8.14 If it finds that the allegation has been proved the Disciplinary Committee must decide whether the circumstances are such that the matter should be reported to the NSRA or other national governing body, which may consider whether further disciplinary action should be taken. If the Disciplinary Committee decides that the matter should be so reported the Secretary shall make the report within 7 days of the Disciplinary Committee's decision
- 52.8.15 All proceedings of the Sub-Committee under 52.8.5 above, and of the Disciplinary Committee, shall be fully minuted, and copies of the minutes shall accompany any report to the NSRA or other national governing body
- 52.8.16 Only the Complainant and or the Accused shall have the right to appeal the decision by the Disciplinary Committee by serving upon the Secretary within 7 days a notice of appeal and shall give clear reason(s) for the ground(s) for the appeal
- 52.8.17 Upon receipt of such a notice of appeal the Secretary and the Sub Committee having reviewed the reasons and agreed the grounds for appeal will invoke the procedure set out in the Articles for the purposes of calling an extraordinary general meeting of the members of the Club to hear the appeal giving no less than 14 Clear Days notice
- 52.8.18 The appeal shall take the form of a re-hearing, so the meeting shall not be entitled to enquire into the manner in which the Disciplinary Committee reached its decision. If the Accused is not able to attend then the provisions in clause 52.8.9 shall apply. All new evidence shall be laid before the Secretary no less than 14 clear days before the meeting
- 52.8.19 On the hearing of the appeal by the extraordinary general meeting the provisions of clauses 52.8.9 to 52.8.15 inclusive shall apply
- 52.8.20 All decisions on disciplinary matters by the initial Sub-Committee, the Disciplinary Committee and the members in extraordinary general meeting shall be reached by means of a vote by those attending and eligible to vote. A simple majority will decide the issue and if necessary, the Chairman shall have a second or casting vote
- 52.8.21 The person(s) who is the subject of the disciplinary action shall not be entitled to vote on any aspect of the disciplinary action against them

- 52.8.22 When any penalty is imposed on a member by a Disciplinary Committee, or at an extraordinary general meeting, or by the NSRA or other national governing body, the Secretary shall post on the Club noticeboard a notice setting out the precise nature and terms of the penalty
- 52.8.23 Any class of member who makes further, formal, complaint(s) against any member of the Club in relation to but not excluding any part of the initial complaint may be considered as vexatious and malicious. The Board of Directors reserve the right to review a members' membership during any given financial year as under clause 28.2
- 52.8.24 The Board of Directors shall report to each annual general meeting any penalty imposed on any person as a result of disciplinary action by the Club or by the NSRA or other national governing body since the last annual general meeting

## **52.9 Definitions & Miscellaneous**

- 52.9.1 Guest - A person who visits the Club's premises at the invitation of the Board of Directors and who must be either a member of a recognized outside organisation or a person who is already known personally to at least one full member of the Club
- 52.9.2 Guest Day - An event involving Guest members which is arranged by the Board of Directors for the purpose of attracting new members to the sport of target shooting and to the Club. A maximum of 12 Guest Days may be held in any calendar year. The Secretary shall give to the Police notice of the Club's intention to hold a Guest Day not less than 48 hours in advance. On such occasions Guests may only be permitted to shoot under the personal supervision of a full member. The Board of Directors may require payment of a fee by all Guests attending a Guest Day, such fee to be notified to potential Guests in advance of the event
- 52.9.3 Police Liaison Officer - A member of the Club who is appointed by the Board of Directors to liaise with the Police in order to provide them with such information as they may legitimately require to ensure that the activities of the Club and its members are conducted properly and in accordance with Home Office requirements
- 52.9.4 Range Conducting Officer - A member who holds a Range Conducting Officer's qualification awarded by a national governing body
- 52.9.5 Range Officer - A person who is a Range Conducting Officer and who is authorised by the Board of Directors to act as their representative in the supervision of the conduct of shooting on the Club's premises
- 52.9.6 President and Vice-President(s) - People who have performed valued service for the sport or the Club, not necessarily as a member of it, over a number of years and who have been elected as President or Vice-President at an Annual General Meeting. There is no limit on tenure for these posts, but they are subject to annual re-election
- 52.9.7 Guest - A person who is not a member or probationary member of the Club, but who is a full member of another club and/or holds a firearm certificate, and who

visits the Club's premises at the invitation of at least one member of the Board of Directors. A Visitor may shoot on the Club's ranges provided that on each occasion he:

- 1) produces to the Range Officer his firearm certificate, or proof of membership of another club, and
- 2) confirms his eligibility to shoot by entering his name, address, firearm certificate number and/or other club name in the Club's register of visitors, such entry to be counter-signed by the Range Officer, and
- 3) pays the visitor's fee.

**53 Exclusion of model articles**

The relevant model articles for a company limited by guarantee are hereby expressly excluded.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

<b>Term</b>	<b>Meaning</b>
<b>“Address”</b>	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
<b>“Articles”</b>	the <b>Company’s</b> articles of association;
<b>“Authorised Representative”</b>	means any individual nominated by a Member Organisation to act as its representative at any meeting of the Company in accordance with Article 39;
<b>“asset-locked body”</b>	means (i) a community interest company, a charity or a Permitted Society; or (ii) a body established outside the United Kingdom that is equivalent to any of those;
<b>“bankruptcy”</b>	includes individual insolvency proceedings in a jurisdiction other than England and Wales and Northern Ireland which have an effect similar to that of bankruptcy;
<b>“Chair”</b>	has the meaning given in Article 10;
<b>“chairman of the meeting”</b>	has the meaning given in Article 35;
<b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
<b>“Clear Days”</b>	in relation to the period of a notice, that 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;
<b>“community”</b>	is to be construed in accordance with accordance with Section 35(5) of the <b>Company’s</b> (Audit) Investigations and Community Enterprise) Act 2004;
<b>“Companies Acts”</b>	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
<b>“Company”</b>	<u>Chippenham Rifle and Pistol Club Community Interest Company/C.I.C.</u> ;

<b>“Conflict of Interest”</b>	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
<b>“Director”</b>	a director of the Company, and includes any person occupying the position of director, by whatever name called;
<b>“Document”</b>	includes, unless otherwise indicated by any Document sent or supplied in Electronic Form;
<b>“Electronic Form” and “Electronic Means”</b>	have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
<b>“Hard Copy Form”</b>	has the meaning given to it in the Companies Act 2006;
<b>“Memorandum”</b>	the <b>Company’s</b> memorandum of association;
<b>“paid”</b>	means paid or credited as paid;
<b>“participate”</b>	in relation to a <b>Directors’</b> meeting, has the meaning given in Article 15;
<b>“Permitted Registered Society”</b>	<b>“registered society”</b> means – <ul style="list-style-type: none"> <li>a. a registered society within the meaning given by section 1(1) of the Co-operative and Community Benefit Societies Act 2014; or</li> <li>b. a society registered or deemed to be registered under the Industrial and provident Societies Act (Northern Ireland) <b>1969;</b></li> </ul>
<b>“Proxy Notice”</b>	has the meaning given in Article 42;
<b>“the Regulator”</b>	means the Regulator of Community Interest Companies;
<b>“Secretary”</b>	the secretary of the Company (if any);
<b>“specified”</b>	means specified in the articles of association of the Company for the purposes of this paragraph;
<b>“subsidiary”</b>	has the meaning given in section 1159 of the Companies Act 2006;
<b>“transfer”</b>	includes every description of disposition, payment, release or distribution, and the creation or extinction of an estate or interest in, or right over, any property; and

**“Writing”**

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.

2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Company.