

SPECIAL RESOLUTION

of

ATTRACTIONS OF SNOWDONIA

(Passed on 18 March 2014)

The following resolution was duly passed as a special resolution at the annual general meeting of the Company held on 18th March 2014.

SPECIAL RESOLUTION

That the Articles of Association produced to the meeting and initialled by the Chairman of the meeting for the purpose of identification be adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, the existing Articles of Association.

Signature
Chairman

Dated: 28 April 2014

TUESDAY



A10 *A36SWWCX* 29/04/2014 #163
COMPANIES HOUSE

Company Number: 07620063

The Companies Act 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES
OF ASSOCIATION**

of

ATTRACTIONS OF SNOWDONIA

(adopted on 18th March 2014)

Incorporated on 3rd May 2011

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION
OF
ATTRACTIONS OF SNOWDONIA**

1. PRELIMINARY

- 1 1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles") apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company (the "Articles")
- 1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force
- 1 3 Model Articles 3, 9(2), 14, 18(e), 19(5), 22(1) and 30(4) do not apply to the Company.
- 1 4 The headings used in these Articles are included for the sake of convenience only and shall be ignored in construing the language or meaning of these Articles
- 1 5 In these Articles, unless the context otherwise requires, references to nouns in the plural form shall be deemed to include the singular and vice versa.

2 DEFINED TERMS

- 2 1 Model Article 1 shall be varied by the inclusion of the following definitions

"appointor" has the meaning given in Article 10 1; "Management Group" means the committee appointed by the directors and known as the "Management Group", as the same may be constituted from time to time, provided that if at any time there is no such committee in place, references to the "Management Group" shall be deemed to be references to the directors,

"Rules" means the rules and regulations of the Company made by the directors, as amended from time to time,

"secretary" means the secretary of the Company, if any, appointed in accordance with Article 9. 1 or any other person appointed to perform the duties of the

secretary of the Company, including a joint, assistant or deputy secretary, and

"working day" means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the Company is registered

3. OBJECTS

3 1 The Company's objects are

- (a) to promote visitor attractions of every description in and around the Snowdonia area including, but not limited to, mountains, landscapes, lakes, wildlife, hikes, treks, walks, cultural heritage, villages and tourist attractions of all kinds and to promote related service industries,
- (b) to promote and represent the interests of its members amongst all sections of the tourist industry including, but not limited to, Visit Wales in publicity, exhibitions, meetings and similar promotional operations and amongst other appropriate agencies, bodies, organisations, corporations and associations (whether governmental, public or private), in each case with the aim of attracting visitors to Wales in particular and the United Kingdom in general, and
- (c) to represent issues concerning the tourism industry to appropriate agencies, bodies, organisations, corporations and associations (whether governmental, public or private) and to react to policies and practices of any such agency, body, organisation, corporation or association that might have an impact upon the tourism industry.

4. DIRECTORS' GENERAL AUTHORITY

4.1 The directors of the Company have control over the affairs and property of the Company and are responsible for management of the Company's business. The directors have authority to exercise any powers of the Company which are necessary and/or incidental to the promotion of any or all of the objects of the Company set out at Article 3. 1.

5. NO DISTRIBUTION TO MEMBERS

5 1 The income and property of the Company shall be applied solely towards the promotion of its objects as set out at Article 3 1 and no part of such property and income may be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Company

5.2 Nothing in this Article 5 prevents any payment in good faith by the Company -

- (a) of reasonable remuneration to any member who is an officer or employee of the Company or who otherwise provides any services to the Company,
- (b) of interest on money lent by any member of the Company at a reasonable rate per annum at the time, and be approved by the members,
- (c) of reasonable rent for premises demised or let by any member of the Company,
- (d) of fees, remuneration or other benefit in money or money's worth to any company of which a member may also be a member holding not more than 1% of the issued share capital of that company;
- (e) to any director (or alternate director) of expenses under Model Article 20 (as modified by Article 10.2 hereof), or
- (f) of any premium in respect of any such insurance as is permitted by Model Article 39

5.3 If upon the winding-up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company generally, but shall be given or transferred to:

- (a) a body or bodies having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Company by virtue of this Article 5,
- (b) if and so far as effect cannot be given to the provisions of paragraph (a), then to a body or bodies the objects of which are the promotion of charity and anything incidental or conducive thereto,

such body or bodies to be determined by the members of the Company at or before the time of dissolution (whether or not a recipient body is a member of the Company).

6. PROCEEDINGS OF DIRECTORS

6.1 Subject to Article 6.2, notwithstanding the fact that a proposed decision of the directors concerns or relates to any matter in which a director has, or may have, directly or indirectly, any kind of interest whatsoever, that director may participate in the decision-making process for both quorum and voting purposes

6 2 If the directors propose to exercise their power under section 175(4)(b) of the Companies Act 2006 to authorise a director's conflict of interest, the director facing the conflict is not to be counted as participating in the decision to authorise the conflict for quorum or voting purposes

6 3 Subject to the provisions of the Companies Act 2006, and provided that (if required to do so by the said Act) he has declared to the directors the nature and extent of any direct or indirect interest of his, a director, notwithstanding his office.-

(a) may be a party to or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,

(b) may be a director or other officer or an employee of, or a party to any transaction or arrangement with, or otherwise interested in, any subsidiary of the Company or body corporate in which the Company is interested, and

(c) is not accountable to the Company for any remuneration or other benefits which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no transaction or arrangement is liable to be avoided on the ground of any such remuneration, benefit or interest

7. UNANIMOUS DECISIONS

7 1 Model Article 8(2) is amended by the deletion of the words "copies of which have been signed by each eligible director" and the substitution of the following "where each eligible director has signed one or more copies of it" in its place Model Article 8(2) shall be read accordingly

8. TERMINATION OF DIRECTOR'S APPOINTMENT

8 1 In addition to the events terminating a director's appointment set out in Model Articles 18(a) to (d) inclusive and (f), a person ceases to be a director as soon as that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors make a decision to vacate that person's office.

8 2 At every annual general meeting of the Company (commencing with the annual general meeting at which these Articles are adopted), one-third of the directors, or, if their number is not three or a multiple of three, the number nearest to one-third, shall retire from office The directors to retire by rotation shall be those who have been longest in office since their last appointment or re-appointment, but as between

persons who became or were last re-appointed directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. Any director retiring at an annual general meeting in accordance with this article 8.2 shall be eligible for re-appointment

9. SECRETARY

9 1 The directors may appoint a secretary to the Company for such period, for such remuneration and upon such conditions as they think fit, and any secretary so appointed by the directors may be removed by them.

10. ALTERNATE DIRECTORS

10 1 (a) Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by a decision of the directors, to -

- (i) exercise that director's powers, and
- (ii) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence alternate's appointor

(b) Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors. The notice must -

- (i) identify the proposed alternate, and
- (ii) in the case of a notice of appointment, contain a statement signed proposed alternate that he is willing to act as the alternate appointor

10 2 (a) An alternate director has the same rights to participate in any directors' meeting or decision of the directors reached in accordance with Model Article 8, as the alternate's appointor

(b) Except as these Articles specify otherwise, alternate directors -

- (i) are deemed for all purposes to be directors;
- (ii) are liable for their own acts or omissions;
- (iii) are subject to the same restrictions as their appointors, and
- (iv) are not deemed to be agents of or for their appointors.

(c) A person who is an alternate director but not a director -

- (i) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's

appointor is not participating), and

- (ii) may sign or otherwise signify his agreement in writing to a written resolution in accordance with Model Article 8 (but only if that person's appointor has not signed or otherwise signified his agreement to such written resolution).

No alternate may be counted as more than one director for such purposes.

- (d) An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the remuneration payable to that alternate's appointor as the appointor may direct by notice in writing made to the Company.
- (e) Model Article 20 is modified by the deletion of each of the references to "directors" and the replacement of each such reference with "directors and/or any alternate directors"

10.3 An alternate director's appointment as an alternate terminates -

- (a) when his appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor would result in the termination of the appointor's office as director,
- (c) on the death of his appointor, or
- (d) when his appointor's appointment as a director terminates.

11. MEMBERSHIP

11.1 Subject to this Article 11.1, the process for application for membership shall be set out in the Rules. Applications for membership will be in a form approved by the directors and will be considered by the Management Group. The Management Group may decline to accept any application for membership and need not give reasons for doing so. If the Management Group wishes to accept an application for membership, it will provide details of the applicant to the existing members in accordance with the Rules. Any member may object to the applicant becoming a member if it considers that such applicant does not have the requisite skills and experience to further the objects of the Company. The process for objections will be set out in the Rules. If valid objections are made by 20% or more of the members, the Management Group shall be required to decline the application. Otherwise, the Management Group shall be entitled to accept the application.

11.2 The Management Group shall have no obligation to accept any application for membership, irrespective as to whether the applicant has the requisite skills and experience to further the objects of the Company or fulfills any other criteria for membership that might be prescribed by the directors from time to time

11.3 Membership of the Company shall not be transferable and shall cease on:

- (a) resignation in accordance with Article 12 below;
- (b) death, in the case of an individual,
- (c) completion of winding up or on any other dissolution, in the case of a corporate body or other organisation with independent legal identity.

11.4 Any new member shall agree to remain a member of the Company for two years or such longer period as the Management Group may require, such period being specified at the time of joining

12. RESIGNATION OF MEMBERSHIP

12.1 Subject to Article 11.4, a member may resign from membership of the Company with effect from the last day of a financial year of the Company or such other date as the directors may permit at their absolute discretion. Any such resignation shall be in writing in a form approved by the directors and shall be delivered to the Company on or before the 31 August immediately preceding the date on which the resignation is to become effective.

12.2 The Company shall not be liable to repay to the resigning member any accumulated cash or assets of the Company at the date of resignation.

13. EXPULSION OF MEMBERSHIP

13.1 The directors may terminate the membership of any member without his consent by giving him written notice if, in the reasonable opinion of the directors:-

- (a) he is guilty of conduct which has, or is likely to have, a detrimental effect on the Company or bring the Company or any of its members or directors into disrepute;
or
- (b) he has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole, or
- (c) he has failed to observe any of the terms of these Articles or the Rules

13.2 A member may appeal against his expulsion by giving notice of appeal to the directors within 14 days of being notified of his expulsion. The directors shall, within 14 days of receipt of a notice of appeal, convene a general meeting on not less than 14 clear days'

notice to consider the expulsion. If, at that meeting, 20% or more of the members vote against the expulsion, then the member must be reinstated as from the date of the general meeting. Otherwise, the member's expulsion will stand.

- 13.3 Not more than one member may be expelled by a single resolution. An expelled member shall not be entitled to any accumulated cash or assets of the Company at the date of expulsion. An expelled member shall be liable for any outstanding contribution to the Company apportioned up to the date of expulsion.

14. CONTRIBUTIONS

- 14.1 A budget shall be approved by the Management Group and presented to the members at a general meeting. The budget will represent the amount that the Company will spend in furtherance of its objectives in the year following the year in which the general meeting is held. The approved budget will be contributed to by the members as defined by the budget. Each member will become liable for its contribution and will make payment in full or installments as required by the directors to meet the approved expenditure as it falls due for payment.

- 14.2 When contributions due from a member are more than two months in arrears, the directors shall be entitled to take what action they consider appropriate.

15. FUNDS

- 15.1 The funds of the Company shall be kept in the name of the Company at a bank nominated by the directors and shall only be used in furtherance of the Company's objects. Payment of such funds shall be made only in respect of expenditure approved in the budget or subsequently approved by the Management Group. All cheques drawn on the funds shall be signed by two directors or their nominees.

16. WRITTEN RESOLUTION OF MEMBERS

- 16.1 (a) Subject to Article 16.1(b), a written resolution of members passed in accordance with Part 13 of the Companies Act 2006 is as valid and effectual as a resolution passed at a general meeting of the Company.
- (b) The following may not be passed as a written resolution and may only be passed at a general meeting -
- (i) a resolution under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office; and
 - (ii) a resolution under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office.

- 16.2 On a written resolution every member has one vote.

17 GENERAL MEETINGS AND ANNUAL GENERAL MEETINGS

17.1 All general meetings, including any annual general meetings, are subject to these articles

17.2 The members shall convene in March each year a general meeting designated as an annual general meeting to be held at such date, time and place as the members may determine at the previous general meeting. The business of any annual general meeting shall be set out on the notice of the meeting.

18 NOTICE OF GENERAL MEETINGS

18.1 (a) Every notice convening a general meeting of the Company must comply with the provisions of -

(i) section 311 of the Companies Act 2006 as to the provision of information regarding the time, date and place of the meeting and the general nature of the business to be dealt with at the meeting, and

(ii) section 325(1) of the Companies Act 2006 as to the giving of information to members regarding their right to appoint proxies

(b) Every notice of, or other communication relating to, any general meeting which any member is entitled to receive must be sent to each of the directors and to the auditors (if any) for the time being of the Company

19 QUORUM AT GENERAL MEETINGS

19.1 (a) If and for so long as the Company has one member only, one member entitled to vote on the business to be transacted, who is present at a general meeting in person or by proxy or, in the event that the member is a corporation, by corporate representative, is a quorum.

(b) If and for so long as the Company has two members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum

(c) If and for so long as the Company has three members, three members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum

- (d) If and for so long as the Company has four members, four members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum
- (e) If and for so long as the Company has five or more members, five members, each of whom is entitled to vote on the business to be transacted and is present at a general meeting in person or by proxy or, in the event that any member present is a corporation, by corporate representative, are a quorum
- (f) Model Article 27(1) is modified by the addition of a second sentence as follows -

"If, at the adjourned general meeting, a quorum is not present within half an hour from the time appointed therefore or, alternatively, a quorum ceases to be present, the adjourned meeting shall be dissolved "

20. VOTING AT GENERAL MEETINGS

- 20 1 On a vote on a resolution at a general meeting on a show of hands or on a poll, every member present in person, by proxy or (being a corporation) by corporate representative has one vote
- 20 2 Polls must be taken at the general meeting at which they are demanded and in such manner as the chairman directs

21. DELIVERY OF PROXY VOTES

- 21 1 Model Article 31(1) is modified, such that a "proxy notice" (as defined in Model Article 31(1)) and any authentication of it demanded by the directors must be received at an address specified by the Company in the proxy notice not less than 48 hours before the time for holding the meeting or adjourned meeting at which the proxy appointed pursuant to the proxy notice proposes to vote, and any proxy notice received at such address less than 48 hours before the time for holding the meeting or adjourned meeting shall be invalid

22. COMMUNICATIONS

- 22 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website
- 22.2 A member whose registered address is not within the United Kingdom and who

gives to the Company an address within the United Kingdom at which notices may be sent to him or an address to which notices may be sent by electronic means is entitled to have notices sent to him at that address, but otherwise no such member is entitled to receive any notices from the Company.

- 22.3 (a) If the Company sends or supplies notices or other documents by first class post and the Company proves that such notices or other documents were properly addressed, prepaid and posted, the intended recipient is deemed to have received such notices or other documents 48 hours after posting
- (b) If the Company sends or supplies notices or other documents by electronic means and the Company proves that such notices or other documents were properly addressed, the intended recipient is deemed to have received such notices or other documents 24 hours after they were sent or supplied.
- (c) If the Company sends or supplies notices or other documents by means of a website, the intended recipient is deemed to have received such notices or other documents when such notices or other documents first appeared on the website or, if later, when the intended recipient first received notice of the fact that such notices or other documents were available on the website.
- (d) For the purposes of this Article 22 3, no account shall be taken of any part of a day that is not a working day

23 COMPANY SEALS

- 23 1 Model Article 35(1) is modified, such that any common seal of the Company may be used by the authority of the directors or any committee of directors.
- 23 2 Model Article 35(3) is modified by the deletion of all words which follow the after the word "document" and their replacement with "the document must also be signed by -
- (a) one authorised person in the presence of a witness who attests the signature, or
- (b) two authorised persons"

24 RULES AND TERMS OF REFERENCE

- 24 1 The directors may make such rules and terms of reference as they consider necessary or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership In

particular, and without prejudice to the generality of the foregoing, the directors may make rules regulating -

- (a) the admission and classification of members of the Company, and the rights and privileges of such members, the conditions of membership and the terms on which members may resign or have their membership terminated and the entrance fees, subscriptions and other fees or payments to be made by members,
- (b) the conduct of members of the Company in relation to one another, and to the Company's officers and employees,
- (c) the setting aside of the whole or any part or parts of the Company's premises at any particular time or times or for any particular purpose or purposes,
- (d) the procedure at general meetings and meetings of the directors and committees of the Company (in so far as such procedure is not governed by these Articles), and
- (e) any and all other matters as are commonly the subject matter of Company rules and terms of reference

24 2 The directors must adopt such means as they consider sufficient to bring to the notice of members of the Company all rules and terms of reference made under this Article

24 3 Any rules and terms of reference made by the directors under this Article will be valid and binding as against all members of the Company for so long as such rules and terms of reference are in force.

24 4 The Company in general meeting may alter or repeal any rules or terms of reference made by the directors in accordance with this Article

24 5 Nothing in this Article permits the directors of the Company to make any rules or terms of reference which are inconsistent with or affect or repeal anything in these Articles or in any resolution passed by members of the Company or agreement to which Chapter 3 of Part 3 of the Companies Act 2006 applies