

COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A
SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
Of
THE NOTTINGHAMSHIRE WILDLIFE TRUST LIMITED

1. The name of the Company (hereinafter called "the Trust") is The Nottinghamshire Wildlife Trust Limited.
2. The registered office of the Trust will be situated in England.
3. The objects for which the Trust is established are:
 - (i) For the benefit of the public, to advance, promote and further the conservation, maintenance and protection of:
 - a. wildlife and its habitats;
 - b. places of natural beauty;
 - c. places of zoological, botanical, archaeological, geographical, or scientific interest, and features of landscape with geological value but not exclusively, that further biodiversity.
 - (ii) To advance the education of the public in:
 - a. the principles and practice of sustainable development;
 - b. the principles and practice of biodiversity conservation.
 - (iii) To promote research in all branches of study which advance the Objects specified previously and to make available the results of such study.

Sustainable development is primarily defined as 'Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.' (Brundtland Commission).

In furtherance of the said objects the Trust shall have power:

- 3.1 to purchase or otherwise acquire and take over all or any part which the Trust may lawfully acquire or take over of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having objects altogether similar to those of the Trust and to amalgamate with any such companies, societies, associations or bodies;
- 3.2 to cause to be circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes or other means of communication whether written printed electronic or otherwise reproduced at the direction of the Trust or from any other source;
- 3.3 to hold exhibitions, meetings, seminars, courses and to organise walks and excursions, gratuitously or otherwise, either alone or with others;
- 3.4 to foster and undertake research into any aspect of the objects of the Trust and its work and to disseminate the results of any such

- research, gratuitously or otherwise;
- 3.5 to co-operate and enter into arrangements with any individual, national or local authority or organisation, or public or private company;
 - 3.6 to accept subscriptions, donations, devises and bequests of and gifts of money, property or other assets and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, construct, maintain and alter any of the same as are necessary for any of the objects of the Trust and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
 - 3.7 to make known the work and aims of the Trust and to take such steps by personal or written appeals and public meetings to procure contributions to the funds of the Trust;
 - 3.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
 - 3.9 subject to such consents as are required by law to borrow or raise money for the objects of the Trust on such terms and conditions and on such security as may be thought fit;
 - 3.10 to carry on trade and manufacture, buy, sell, rent, let or hire all articles and commodities as may be deemed suitable for promoting the objects of the Trust;
 - 3.11 to invest the moneys of the Trust not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law;
 - 3.12 to make any charitable donation either in cash or assets, to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Trust;
 - 3.13 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Trust;
 - 3.14 to insure and arrange insurance cover against such risks as may be thought fit or required by law including cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
 - 3.15 to provide indemnity insurance if appropriate to cover the liability of the Council (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they (or any of them) may be guilty in relation to the Trust; provided also that any such insurance shall not

extend to any claim arising from an act or omission which the Council knew to be a breach of trust or breach of duty or which was committed by the Council in reckless disregard of whether it was a breach of Trust or breach of duty or not and provided that any such insurance shall not extend to the cost of an unsuccessful defence to a criminal prosecution brought against the Council (or any of them) in their capacity as members of the Council;

- 3.16 subject to the provisions of Clause 4 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Trust or their dependents;
- 3.17 to pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
- 3.18 to establish where necessary local branches (whether autonomous or not);
- 3.19 to establish or promote or concur in establishing or promoting any other company which either proposes to carry on any business within the objects of the Trust or the promotion of which shall in any manner be calculated to advance directly or indirectly the objects of the Trust;
- 3.20 to do all such other lawful things as shall further the above objects or any of them;
- 3.21 to undertake and execute any trusts which may lawfully be undertaken by the Trust and may be conducive to its objects.

- 4. The income and property of the Trust shall be applied solely towards the promotion of its objects as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to members of the Trust and no member of its Council shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust.

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

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Trust not being a member of its Council for any services rendered to the Trust;
- 4.2 of interest on money lent by any member of the Trust or of its Council at a rate per annum at least 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Council or 3 per cent whichever is the greater;
- 4.3 of reasonable and proper rent for premises demised or let by any member of the Trust or of its Council;
- 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council may be a member holding not more than 1/100th part of the capital of that company;
- 4.5 to any member of its Council of out of pocket expenses; and
- 4.6 to a trust or association which is registered as a charity and has objects similar to those of the Trust.

- 4.7 of any premiums in respect of any indemnity insurance as provided under Clause 3.15
5. The liability of the members is limited.
 6. Every member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he/she is a member or within one year after he/she ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he/she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding one pound.
 7. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, this shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other charitable institution or institutions having similar objects to the Trust, and which shall be determined by members of the Trust at or before dissolution in line with Clause 4.
 8. True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place and of the property, credits, and liabilities of the Trust and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined, and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

**ARTICLES OF ASSOCIATION
COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE
CAPITAL**

**ARTICLES OF ASSOCIATION
of
THE NOTTINGHAMSHIRE WILDLIFE TRUST LIMITED.**

1. Definitions and interpretation

In these Articles:

- 1.1 'the Act' means the Companies Act 2006 or any re-enactment or statutory modification of that Act;
- 1.2 'clear days' in relation to the period of a notice means the period excluding the day when the notice is given or deemed to be given, and the day for which it is given or on which it is to take effect;
- 1.3 'the Trust' means the above named Trust;
- 1.4 'the Council' means the management committee of the Trust;
- 1.5 'the Office' means the registered office of the Trust;
- 1.6 'the seal' means the common seal of the Trust.
- 1.7 'Secretary' means any person appointed to perform the duties of the secretary of the Trust.
- 1.8 'President' means any person appointed to perform the duties of the president of the Trust.
- 1.9 Vice President means any person appointed to perform the duties of a Vice President.
- 1.10 Executive Vice President means any person invited to perform the duties of an Executive Vice President.
- 1.11 'Treasurer' means any person appointed to perform the duties of the treasurer of the Trust;
- 1.12 'the United Kingdom' means Great Britain and Northern Ireland;
- 1.13 expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;
- 1.14 unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification of the Act in force at the date at which these Articles become binding on the Trust;
- 1.15 words importing the masculine gender shall include the feminine gender and words importing persons shall include corporations;
- 1.16 the singular shall include the plural and vice versa.
- 1.17 A local Group means a group of members of the Trust established by the Council to promote the interests of the Trust in a specific geographical area of Nottinghamshire, or otherwise as determined by Council.

2. Objects

The Trust is established for the objects expressed in the Memorandum of Association.

3. Members
 - 3.1 Persons that the Council shall admit to membership, subject to the following provisions, shall be members of the Trust.
 - 3.2 Every person admitted to membership of the Trust shall be entered on the register of names, addresses and class of membership.
 - 3.3 The Council or the Trust in general meeting may pursuant to the powers contained in Article 24 create and subsequently amend and alter categories of membership and prescribe for such categories whatever terms and conditions (including the amount of annual subscriptions) are thought fit.
 - 3.4 An application for membership may be approved or rejected by the Council. The Council shall have the right for good and sufficient reason to terminate the membership of any member provided that the member concerned shall have a right to be heard before a final decision is made. The membership of any member who shall have neglected and failed to pay his annual subscription for six months (or such other period as may be prescribed by the Council or the Trust in general meeting pursuant to the powers contained in Article 24) after it shall have become due shall be terminated and for the purposes of this Article all subscriptions shall be deemed to become due on each anniversary of the first subscription which is payable on a member being admitted to membership of the Trust.
 - 3.5 A member whose conduct is deemed to be prejudicial to the interests of the Trust, in the opinion of not less than two thirds of the Council present and voting at a Council meeting, shall forfeit all rights and privileges of membership provided that reasonable notice shall have been given, in writing, that his conduct will be considered by the Council. The member shall be given twenty one days notice of the meeting and will have the opportunity to explain his conduct. Any person expelled in this manner shall not be permitted to become a member of the Trust in the future.
 - 3.6 Membership of the Trust is non-transferrable
 - 3.7 All members shall be eligible to serve on the Council.
 - 3.8 The Council may invite any person to become an honorary member of the Trust on such terms as it thinks fit.
4. General meetings
 - 4.1 The Trust shall each year hold a general meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; not more than fifteen months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. The Annual General Meeting shall be held at such time and place as the Council shall appoint.
 - 4.2 The Council may, whenever it thinks fit, convene a General Meeting, and General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by the Act.

5. Notice of general meetings

5.1 The minimum periods of notice required shall be

5.1.1. twenty one days clear notice for an Annual General Meeting or a general meeting called for the passing of a special resolution.

5.1.2. Fourteen clear days for all other general meetings.

5.1.3. The notice must specify the place, date and time of the meeting and, in case of special business, the general nature of that business to be transacted. If the meeting is to be an Annual General Meeting the notice must say so.

5.1.4 A General Meeting may be called at shorter notice if it is so agreed by a majority in numbers of members having the right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.

5.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

6. Proceedings at general meetings

6.1 All business transacted at a General Meeting shall be deemed to be special as shall all business transacted at an Annual General Meeting except for the consideration of the accounts, balance sheets, and the reports of the Council and auditors, the election of members of the Council in the place of those retiring by rotation and the appointment of, and the fixing of the remuneration of, the auditors.

6.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; twenty members present in person shall be a quorum. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved; in any other case it shall be adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Council may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

6.3 The chair of every general meeting of the Trust shall be the President, (or in his absence an Executive Vice-President) or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members of the Council present shall elect one of their number to chair the meeting.

6.4 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Otherwise it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

- 6.5 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
- 6.5.1 by the chair; or
 - 6.5.2 by at least three members present and having the right to vote at the meeting; or
 - 6.5.3 by any member or members present in person and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting;
- 6.6 Unless a poll is so demanded, a declaration by the chair that a resolution has on a show of hands been carried or carried unanimously, or by particular majority, or lost and an entry to that effect in the minutes of proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 6.7 The demand for a poll may be withdrawn before the poll is taken, but only with the consent of the chair. The withdrawal of the demand for a poll shall not invalidate the result of a show of hands declared before the demand for the poll was made.
- 6.8 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 second or casting vote.
- 6.9 No poll may be demanded on the election of a chair, or on a question of adjournment. Any poll demanded on any other question shall be taken at such time and in such manner as the chair of the meeting directs, and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.10 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that :-
- a. a copy of the proposed resolution has been sent to every eligible member;
 - b. a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution;
 - c. it is contained in an authenticated document which has been received at the registered office within the period of 28 days.
- 6.10.1 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
 - 6.10.2 In the case of a member that is an organisation, its authorised representative may signify its agreement.
7. Votes of members
- 7.1 Subject to Article 6.8 every member shall have one vote together with any other votes which may be prescribed by the Council or by the Trust in general meeting pursuant to the powers contained in Article 24.

- 7.2 No member shall be entitled to vote at any general meeting unless all money presently payable by him to the Trust has been paid.
- 7.3 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chair whose decision shall be final and conclusive.
8. Organisations acting by representatives at meetings

Any organisation which is a member of the Trust may by resolution of its committee or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust, and the person authorised shall be entitled to exercise the same powers on behalf of the organisation which he represents as the organisation could exercise if it were an individual member of the Trust.

9. Council

- 9.1 The Council shall consist of a Chairman, two Vice Chairmen, Secretary and Treasurer and not less than ten other members of the Trust or such other number as may from time to time be determined by the Trust in a general meeting.
- 9.2 The Council members shall be entitled to be paid all reasonable out of pocket, hotel and other expenses properly incurred by them in attending meetings relating to Trust business.

10 Borrowing Power

The Council may exercise all the powers of the Trust to borrow money, and to mortgage or charge the whole or any part of its undertaking and property, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Trust or of any third party.

11 Powers and duties of the Council

- 11.1 The business of the Trust shall be managed by the Council who may exercise all such powers of the Trust as are not required to be exercised by the Trust in general meeting. Any such requirements may be imposed either by the Act or by these Articles or by any regulation made by the Trust in general meeting; but no such regulation shall invalidate any prior act of the Council which would have been valid if that regulation had not been made.
- 11.2 All cheques and other negotiable instruments, and all receipts for money paid to the Trust, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time determine provided that all cheques shall be signed by not less than two authorised signatories unless otherwise determined by Council.
- 11.3 The Council shall appoint and employ such officers and servants as they consider necessary and shall (subject to the provisions of the Memorandum of Association) regulate their duties and fix their salaries.

- 11.4 The Council may appoint any persons as Patrons, Vice Presidents or Executive Vice Presidents of the Trust on whatever terms it thinks fit.
- 11.5 The Council may invite representatives of outside organisations to attend its meetings as non-voting observers.
- 11.6 The Council shall cause minutes to be made:
- 11.6.1 of all appointments of officers made by the Council;
 - 11.6.2 of the names of the Council members present at each Council meeting;
 - 11.6.3 of all resolutions and proceedings at all meetings of the Trust, and of the Council and of committees of the Council and any minutes of a meeting, if purporting to be signed by the chair of such meeting or the chair of the next such meeting, shall be sufficient evidence without any further proof of the facts stated in them.
- 12 Disqualification of Council members
- 12.1 The office of Council member shall be vacated if the member;
- 12.1.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 12.1.2 ceases to be a Council member by virtue of any provision in the Act or is disqualified from acting as a Council member by virtue of Section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); or
 - 12.1.3 becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs; or
 - 12.1.4 resigns his office by written notice to the Trust; or
 - 12.1.5 is directly or indirectly interested in any contract with the Trust and fails to declare the nature of his interest as required by Section 317 of the Act; or
 - 12.1.6 is absent without the permission of the Council members from all their meetings held within a period of twelve months and the Council members resolve that his office be vacated; or
 - 12.1.7 ceases for any cause to be a member of the Trust.
- 12.2 A Council member 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 charity or in any transaction or arrangement entered into by the charity which has not previously been declared. A Council member must absent himself or herself from any discussions of the Council in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the charity and any personal interest (including but not limited to any personal financial interest).
- 12.3 If a conflict of interests arises for a Council member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Council members may authorise such a conflict of interests where the following conditions apply:

- 12.3.1 the conflicted Council member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - 12.3.2 the conflicted Council member does not vote on any such matter and is not to be counted when considering whether a quorum of Council members is present at the meeting; and
 - 12.3.3 the unconflicted Council members consider it is in the interests of the charity to authorise the conflict of interests in the circumstances applying.
- 12.4 In this article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Council member or to a connected person.
- 13 Election of Council members
- 13.1 At every Annual General Meeting one third of the Council members subject to retirement by rotation shall retire from office and if the number of Council members shall not be three or a multiple of three the number nearest to one third shall retire from office.
 - 13.2 Subject to the provisions of the Act the members of the Council to retire by rotation shall be those who have been longest in office since their last election but as between persons who became members of the Council on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
 - 13.3 A retiring Council member shall be eligible for re-election, but no member shall be elected for more than three terms.
 - 13.4 The Trust at the meeting at which a Council member retires in the above manner may fill the vacated office by electing a person to it, and in default the retiring Council member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such member shall have been put to the meeting and lost.
 - 13.5 No person other than a Council member retiring at the meeting shall, unless recommended by the Council, be eligible for election to the Council at any general meeting unless, not less than seven days before the date set for the meeting, there shall have been left at the registered office of the Trust notice in writing signed by two members qualified to attend and vote at the meeting for which such notice is given, of their intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
 - 13.6 Subject to Article 9.1 the Trust may from time to time by ordinary resolution increase or reduce the number of Council members.
 - 13.7 The Council shall have power at any time to appoint any person to be a Council member, either to fill a casual vacancy or as an addition to the existing members but so that the total number of Council members shall not at any time

exceed any maximum number fixed in accordance with these Articles. Any Council member so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for election.

- 13.8 The Council shall from time to time invite such members of the Trust as it thinks fit to be Secretary, Treasurer, Vice Chairmen and Executive Vice Presidents of the Trust. Any vacancy during the course of a year may be filled by the Council, except in the case of Executive Vice Presidents.
- 13.9 The Trust may by ordinary resolution, of which special notice has been given in accordance with Section 303 of the Act, remove any Council member before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Trust and such member. The Trust may by ordinary resolution appoint another person in place of a Council member removed under this Article but any person so appointed shall be subject to retirement by rotation as if he had been the person in whose place he has been appointed.
- 13.10 No person may be appointed as a Council member:
- 13.10.1 unless he is a member of the Trust;
 - 13.10.2 unless he has attained the age of 18 years;
 - 13.10.3 in circumstances such that, had he already been a Council member, he would have been disqualified from acting under the provisions of Article 12.

14 Proceedings of the Council

- 14.1 The Council may meet together for the dispatch of business, adjourn, and otherwise regulate its meetings, as it thinks fit. Questions arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes the chair shall have a second or casting vote. It shall not be necessary to give notice of a Council meeting to any member for the time being absent from the United Kingdom.
- 14.2 The quorum necessary for the transaction of the business of the Council may be fixed by the Council and, unless so fixed, shall be six or, if greater, one-third of the membership of the Council.
- 14.3 The Council may act notwithstanding any vacancy in its body, but, if and so long as its number is reduced below the number fixed by or pursuant to the Articles of the Trust as the necessary quorum of members, the Council may act for the purpose of increasing the number of members to that number, or of summoning a general meeting of the Trust, but for no other purpose.
- 14.4 The Council shall from time to time elect a chair of its meetings and determine the period for which he is to hold office; but if there is no such chair, or if at any meeting the chair is not present within five minutes after the time appointed for holding the same, the Council members present may choose one of their number to chair the meeting.
- 14.5 The Council may delegate any of its powers to committees consisting of such members of Council as it thinks fit; any committee so formed shall conform to any regulations (including budgetary limits) that may be imposed on it by the Council and to the provisions of these Articles for regulating the meetings and

proceedings of the Council so far as applicable and to the extent that they shall not be superseded by any such regulations made by the Council and shall report all acts and proceedings to the Council fully and promptly.

In particular the Council may delegate their investment powers in relation to Trust funds to a committee consisting of the Treasurer, the Chairman or Vice Chairman and the Secretary, who shall exercise such powers in respect of any transaction only after obtaining appropriate independent professional investment advice.

- 14.6 A committee shall be chaired by a Council member but if the chair is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to chair the meeting.
- 14.7 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of equality of votes the chair shall have a second or casting vote.
- 14.8 All acts done by any meeting of the Council or of a committee, or by any person acting as a Council member, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member or person acting as a member, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Council member.
- 14.9 A resolution in writing, signed by a simple majority of the Council members entitled to receive notice of a Council meeting or by all members of any committee of the Council, shall be as valid and effectual as if it had been passed at a Council meeting or at a meeting of the relevant committee of the Council duly convened and held, and may consist of several documents in like form each signed by one or more Council members or members of the relevant committee.

15. President and Vice Presidents

The Council shall from time to time invite such members of the Trust, or other persons, as it thinks fit to be President and Vice Presidents of the Trust. Any person recommended by the Council may be appointed President or Vice President by resolution of the Trust in general meeting. The President and Vice Presidents shall retire from office at each successive Annual General Meeting but shall be eligible for re-election, upon the recommendation of the Council, at such meeting.

16 Secretary

- 16.1 The Secretary may be appointed in accordance with Article 13.8. The Council may from time to time by resolution appoint an assistant or deputy Secretary and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.
- 16.2 A provision of the Act or of these Articles requiring or authorising a thing to be done by or to a Council member and the Secretary shall not be satisfied by its being done by or to the same person acting both as Council member and as, or in place of, the Secretary.

17 The seal

The Council shall provide for the safe custody of the seal, if any, which shall be used only by the authority of the Council or of a committee authorised by the Council in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Council member and shall be countersigned by the Secretary or by a second Council member or by some other person appointed by the Council for the purpose.

18 Accounts

Accounts shall be prepared in accordance with the provisions of Part VII of the Act and any requirements of the Charities Act 2006 (or any statutory re-enactment or modification of that Act).

18.1 The Council shall cause proper books of account to be kept with respect to:-

- (a) all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
- (b) all sales and purchases of goods and services by the Trust; and
- (c) the assets and liabilities of the Trust.

Proper books shall be deemed to be kept if they give a true and fair view of the state of the affairs of the Trust and explain its transactions.

18.2 The accounts shall be kept at a place thought fit by Council and shall be open for inspection by members of Council subject to any conditions made by the Trust at a General Meeting.

18.3 Proper income and expenditure accounts and a balance sheet shall be put to the Annual General Meeting for each financial year. Every balance sheet shall be in accordance with any statutory requirements and shall be accompanied by the report of Council and the auditors. Copies of the accounts shall be supplied on request to any person entitled to receive a notice of general meetings.

19 Annual Report

The Council members shall comply with their obligations under the Charities Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual report and its transmission to the Charity Commissioners.

20 Annual return

The Council members shall comply with their obligations under the Charities Act 2006 (or any statutory re-enactment or modification of that Act) with regard to the preparation of an annual return and its transmission to the Charity Commissioners.

21 Notices

- 21.1 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Council need not be in writing.
- 21.2 The Trust may give any notice to a member either personally or by sending it by post to him or to his registered address or leaving it at that address. A member whose registered address is not within the United Kingdom and who gives the Trust an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Trust.
- 21.3 Notice of every general meeting shall be given in any manner authorised by these Articles to:
- 21.3.1 every member except those members who (having no registered address within the United Kingdom) have not supplied to the Trust an address within the United Kingdom for the giving of notices to them;
 - 21.3.2 the auditor for the time being of the Trust; and
 - 21.3.3 each Council member.
- No other person shall be entitled to receive notice of general meetings.
- 21.4 A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and, where necessary, of the purpose for which it was called.
- 21.5 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

22 Indemnity

Subject to the provisions of the Act every Council member or other officer or auditor of the Trust may be indemnified out of the assets of the Trust against any liability incurred by him in that capacity in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability from negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust.

23 Dissolution

Clause 7 of the Memorandum of Association relating to the winding-up and dissolution of the Trust shall have effect as if its provisions were repeated in these Articles.

24 Rules or regulations

- 24.1 The Council may from time to time make such rules as it may deem necessary or convenient for the proper conduct and management of the Trust and for the purposes of prescribing classes of and conditions of membership, and in

particular but without prejudice to the generality of the above, it may by such rules or regulations regulate:

- 24.1.1. the admission and classification of members of the Trust, and the rights and privileges of such members, and 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;
 - 24.1.2 the conduct of members of the Trust in relation to one another, and to the Trust's employees;
 - 24.1.3 the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
 - 24.1.4 the procedure at general meetings and meetings of the Council and committees in so far as such procedure is not regulated by these Articles; and
 - 24.1.5 generally all such matters as are commonly the subject matter of Trust rules;
- 24.2 The Council of the Trust shall have power to alter or repeal the rules or byelaws and to make additions to them, and the Council shall adopt such means as it deems sufficient to bring to the notice of members of the Trust all such rules or byelaws, which so long as they shall be in force, shall be binding on all members of the Trust provided nevertheless that no rule or byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Trust.

Approved by Trust AGM held on 16 October 2010