

The Companies Act 2006

Private Company Limited by Guarantee

Articles of Association
of
SUSSEX WILDLIFE TRUST

Articles of Association
of
Sussex Wildlife Trust (the 'Trust')

INTERPRETATION

1. Defined Terms

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

COMPANY LIMITED BY GUARANTEE AND ASSET LOCK

2. Company Limited by Guarantee

- 2.1 The liability of the members is limited.
- 2.2 Every member of the Trust promises, if the Trust is dissolved while he or she or it is a member or within twelve months after he or she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Trust incurred before he or she or it ceased to be a member, and of the costs, charges and expenses of winding up and the adjustment of the rights of the contributions among themselves.

3. Objects

The objects of the Trust are:

- i) to conserve the Sussex land, seascape, its wildlife and habitats for the public benefit;
- ii) to survey monitor and record and study, for the benefit of the public, sites areas and habitats of botanical zoological and geological or other scientific interest or of natural beauty or of landscape value, to protect them from ill treatment, degradation or destruction and to improve their quality;
- iii) to establish, promote, maintain and manage wildlife sanctuaries or nature reserves or marine conservation areas for the conservation of flora and fauna and features of geological interest and so far is compatible with this Object, permit public access to them;
- iv) to encourage the breeding of flora and fauna which are interesting or threatened;
- v) to promote study and research for the advancement of knowledge in the natural sciences and biodiversity and to publish the results of that research;
- vi) to educate and encourage the public in an understanding of the natural history and wildlife of Sussex; and
- vii) to promote good practise in furtherance of sustainable development and biodiversity.

4. Powers

4.1 The Trust has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the Trust has power:

- 4.1.1 to establish, maintain and manage wildlife sanctuaries or nature reserves for the conservation of flora and fauna of any description living there and so far is compatible with this power permit public access to them;
- 4.1.2 to provide advice, hold exhibitions, meetings, lectures, classes, seminars, workshops and courses either alone or with others;
- 4.1.3 to promote the survey and monitoring and research, scientific work, scientific investigation and development into any aspect of the objects and the work of the Trust and to disseminate the results of any such research in order to raise public awareness and to influence and change public attitudes;
- 4.1.4 to raise funds. In doing so, the Trust must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;
- 4.1.5 to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- 4.1.6 to accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or contributions of any other kind of money or property of any kind including contributions subject to special trusts or conditions, provided that in relation to any contributions subject to any special trusts or conditions the Trust shall hold and apply the same in accordance with the trusts and conditions on which they were transferred and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts;
- 4.1.7 to raise funds for the Trust by personal or written appeals (whether periodical or occasional), public meetings or otherwise as may from time to time be deemed expedient, provided that in raising funds the Trust shall not undertake or carry out any trading activities unless authorised by these articles or by law to do so;
- 4.1.8 to operate bank accounts in the name of the Trust and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments;
- 4.1.9 to set aside any income as a reserve against future expenditure but only in accordance with a written policy about financial reserves;
- 4.1.10 to invest any monies of the Trust not immediately required for its purposes in or upon such investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not 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 and, ancillary to this power, to enter into arrangements, after taking proper advice, with a view to mitigating loss to or protecting the value of the Trust's portfolio or facilitating transactions in securities in any part of the world but so that the Trust shall not enter into any transaction of a speculative or hazardous nature;
- 4.1.11 to make grants and loans whether out of income or capital and upon such terms and conditions (if any) as to interest, repayment, security or otherwise and to guarantee money or to use the assets of the Trust as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit;

- 4.1.12 to organise or make grants or donations towards the cost of others organising meetings, research, lectures, conferences, broadcasts or courses of instruction or otherwise in furtherance of the objects;
- 4.1.13 to produce, publish and distribute (whether gratuitously or not) or to make grants towards the cost of others producing, publishing or distributing material in any form including books, pamphlets, reports, journals, films, tapes, video tapes, electronic media or programmes that may be deemed desirable for the promotion of the objects of the Trust or for the purpose of informing contributors and others of the needs or progress of the Trust;
- 4.1.14 subject to such consents as may be required by law to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust;
- 4.1.15 to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- 4.1.16 subject to such consents as may be required by law, to borrow or raise money for the purposes of the Trust on such terms and on such security (if any) as may be thought fit;
- 4.1.17 to employ, engage or retain the services of such persons as may be necessary or desirable for the attainment of the objects of the Trust on such terms as may be thought fit and to make all reasonable provisions for the payment of pensions and superannuation to employees, their families and other dependents;
- 4.1.18 to delegate upon such terms and at such reasonable remuneration as the Trust may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:
- i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services and Markets Act 2000 as amended from time to time or any legislation enacted in substitution therefore;
 - ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Trust;
 - iii) the Managers shall be under a duty to report promptly to the Trust any exercise of the delegated powers and in particular to report every transaction carried out by the Managers to the Trust within fourteen (14) days and to report regularly on the performance of investments managed by them;
 - iv) the Trust shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;
 - v) the Trust shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding twelve (12) months but so that any failure by the Trust to undertake such reviews within the period of twelve (12) months shall not invalidate the delegation;
 - vi) the Trust shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;
- 4.1.19 to permit any investments belonging to the Trust to be held in the name of any bank or company as nominee for the Trust and to pay any such nominee reasonable and proper remuneration for acting as such;

- 4.1.20 to pay out of the funds of the Trust the cost of any premium in respect of any insurance or indemnity to cover the liability of the Council or any Director or other officer of the Trust (as defined in the Articles) which by virtue of any rule of law would otherwise attach to them, in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate neglect or default on the part of the Council (or any Director) and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against any Director in their capacity as Director of the Trust;
- 4.1.21 to establish charitable trusts for any charitable purpose or purposes in any way connected with the objects of the Trust, to act as directors of any charitable trust whether established by the Trust or otherwise and generally to undertake and execute any charitable trust which may lawfully be undertaken by the Trust and may be conducive to its objects;
- 4.1.22 to establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Trust or calculated to further its objects;
- 4.1.23 to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects of the Trust or similar charitable purposes and to exchange information and advice with them;
- 4.1.24 to amalgamate with, acquire the assets of or in any other way to merge with any organisation which is charitable at law and has objects altogether or mainly similar to those of the Trust;
- 4.1.25 either alone or jointly with others, to establish and control one or more companies to assist or act as agents for the Trust;
- 4.1.26 to the extent permitted by charity law, to campaign or to support campaigns on any matter relevant to the objects of the Trust;
- 4.1.27 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;
- 4.1.28 to do all such other lawful things as shall further the attainment of the objects of the Trust or any of them;
- 4.1.29 to establish regular meetings of the members and or directors whose dates shall be approved in advance so that each separate meeting shall not require formal notice;
- 4.1.30 subject to any direction to the contrary received from the Council, to refuse or waive the Trust's entitlement to any donation, legacy or bequest of any asset or property to or for the benefit of the Trust ("Gift") to the extent that the Council, in its discretion, deems appropriate where, acting reasonably, determines that:
- i) the acceptance of the Gift would or would likely impair the goodwill of the Trust;
 - ii) the Gift would create additional obligations for the Trust such that in the acceptance of the Gift the discharge of such additional obligations would:
 - (a) be contrary to the objects of the Trust;
 - (b) be contrary to the powers of the Trust; or,
 - (c) place an undue burden on the Trust's ability to pursue its objects;

- iii) the acceptance of the Gift is contrary to law or public policy.

Application of Income and Property

5. Universal Clauses

- 5.1 The income and property of the Trust shall be applied solely towards the promotion of the objects.
- 5.2 A Director is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
- 5.3 A Director, member of the Council or other officer of the Trust may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993.
- 5.4 A Director, member of the Council or other officer of the Trust may receive an indemnity from the Trust in the circumstances specified in article 33.
- 5.5 None of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Trust. This does not prevent a member who is not also a Director receiving:
 - i) a benefit from the Trust in the capacity of a beneficiary of the Trust; or
 - ii) reasonable and proper remuneration for any goods or services supplied to the Trust.

5.6 Directors' Benefits

Provision of goods and services, employment, other remuneration/financial benefits – Directors/Connected Persons.

- 5.6.1 No Director or Connected Person may:
 - i) buy any goods or services from the Trust on terms preferential to those applicable to members of the public;
 - ii) sell goods, services or any interest in land to the Trust;
 - iii) be employed by, or receive any remuneration from, the Trust;
 - iv) receive any other financial benefit from the Trust;unless:
 - a) the payment is permitted by Article 5.7; or
 - b) the Directors obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.

5.7 Scope and Power Permitting the Directors'/Connected Persons' Benefits

- 5.7.1 A Director or Connected Person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that a majority of the Directors do not benefit in this way;
- 5.7.2 A Director or Connected Person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Trust where that is

permitted in accordance with, and subject to the conditions in, section 73A to 73C of the Charities Act 1993;

- 5.7.3 Subject to article 5.8 a Director or Connected Person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the Director or Connected Person.
- 5.7.4 A Director or Connected Person may receive interest on money lent to the Trust at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the directors.
- 5.7.5 A Director or Connected Person may receive rent for premises let by the Director or Connected Person to the Trust if the amount of rent and the other terms of the lease are reasonable and proper and provided that the Director concerned shall withdraw from any meeting at which such a proposal or the rent or any other terms of the lease are under discussion.
- 5.7.6 The Directors may arrange for the purchase, out of the funds of the Trust, of insurance designed to indemnify the Directors, members of the Council and other officers of the Trust in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993.
- 5.7.7 A Director or Connected Person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.

5.8 Payment for the Supply of Goods Only - Controls

- 5.8.1 The Trust and its Directors may only rely upon the authority provided by article 5.7.3 if each of the following conditions is satisfied:
- i) the amount or maximum amount of the payment for the goods is set out in an agreement in writing between:
 - (a) the Trust or its Directors (as the case may be); and
 - (b) the Director or Connected Person supplying the goods (the Supplier) under which the Supplier is to supply the goods in question to or on behalf of the Trust.
 - ii) the amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - iii) the other Directors are satisfied that it is in the best interests of the Trust to contract with the Supplier rather than with someone who is not a Director or Connected Person. In reaching that decision the Directors must balance the advantage of contracting with a Director or Connected Person against the disadvantages of doing so.
 - iv) the Supplier is absent from the part of the meeting in which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Trust.
 - v) the Supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of the Directors is present at the meeting.
 - vi) the reason for their decision is recorded by the Directors in the minute book.
 - vii) a majority of the Directors then in office are not in receipt of remuneration or payments authorised by article 5.6.1.

5.8.2 In sub-clauses 5.2-5.7 of the Articles 'Trust' shall include any company in which the Trust:

- i) holds more than 50% of the shares;
- ii) controls more than 50% of the voting rights attached to the shares; or
- iii) has the right to appoint one or more directors to the board of the company.

5.8.3 In clauses 5.6-5.7, 26 and 27 of the articles, 'Connected Person' means:

- i) a child, parent, grandchild, brother or sister of the Director;
- ii) the spouse or civil partner of the Director or of any person falling within (i) above;
- iii) a person carrying on business in partnership with the Director or with any person falling within paragraph (i) and (ii) above;
- iv) an institution which is controlled –
 - (a) by the Director or any Connected Person falling within paragraphs (a), (b) or (c) above; or
 - (b) by two or more persons falling within paragraph (i) when taken together
- v) a body corporate in which –
 - (a) the Director or any Connected Person falling within paragraphs (a) to (c) has a substantial interest; or
 - (b) two or more persons falling within paragraph (i) when taken together have a substantial interest.

5.8.4 Paragraphs 2 to 4 of Schedule 5 to the Charities Act 1993 apply for the purposes of interpreting the terms used in this sub clause.

6. Members

6.1 The subscribers are the members of the Trust.

6.2 Membership is open to other individuals and organisations who shall include:

- i) individuals in sympathy with the objects and aims of the Trust upon the payment of such subscription as may, from time to time, be set by the Council; and
- ii) representatives of organisations in sympathy with the objects and aims of the Trust.

6.3 Membership is open to other individuals and organisations who:

- i) apply to the Trust in the form required by the Directors; and
- ii) are approved by the Directors.

6.4 Membership is not transferable.

6.5 The Council must keep a register of names and addresses of the members.

7. Classes of Membership

- 7.1 The Directors may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 7.2 The Directors may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 7.3 The rights attaching to a class of membership may only be varied if:
- i) three-quarters of that class consent in writing to the variation; or
 - ii) a special resolution is passed at a separate general meeting of the members of that class agreeing to the variation.
- 7.4 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of members.

8. Termination of Membership

- 8.1 Membership is terminated if:
- 8.1.1 the member dies or if it is an organisation it ceases to exist;
 - 8.1.2 the member resigns by written notice to the Trust unless, after the resignation, there would be less than two members;
 - 8.1.3 any sum due from the member to the Trust is not paid in full within six months of it falling due;
 - 8.1.4 the member is removed from membership by a resolution of the Council that it is in the best interests of the Trust that his or her or its membership is terminated. A resolution to remove a member from membership may only be passed if:
 - i) the member has been given at least twenty one days' notice in writing of the meeting of the Directors at which the resolution will be proposed and the reasons why it is to be proposed;
 - ii) the member or, at the option of the member, the member's representative (who need not be a member of the Trust) has been allowed to make representations to the meeting.

9. General Meetings

- 9.1 An annual general meeting must be held in each year and not more than fifteen months may elapse between successive annual meetings.
- 9.2 The Directors may call a general meeting at any time.

10. Notice of General Meetings

- 10.1 The minimum periods of notice required to hold a general meeting of the Trust are:
- i) twenty one Clear Days for an annual general meeting or a general meeting called for the passing of a special resolution;
 - ii) fourteen Clear Days for all other general meetings.

- 10.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90 percent of the total voting rights.
- 10.3 The notice must specify the date time and place of the meeting and the general nature of the business to be transacted and no further business shall be transacted. If the meeting is to be an annual general meeting, the notice must say so. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006.
- 10.4 The notice must be given to all of the members and to the Directors and auditors.
- 10.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

11. Proceedings at General Meetings

- 11.1 No business will be transacted at any general meeting unless quorum is present.
- 11.2 A quorum is twenty members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting.
- 11.3 The authorised representative of a member organisation shall be counted in a quorum.
- 11.4 If:
- i) a quorum is not present within half an hour from the time appointed for the meeting; or
 - ii) during a meeting a quorum ceases to be present,
- The meeting shall be adjourned to such time and place as the Directors shall determine.
- 11.5 The Directors must reconvene the meeting and must give the members at least seven Clear Days' notice of the reconvened meeting stating the time date and place of the meeting.
- 11.6 If no quorum is present at the reconvened meeting within half an hour of the time specified for the start of the meeting the members present in person or by proxy at the time shall constitute a quorum for that meeting.
- 11.7 General meetings shall be chaired by the President or if they are not available or present by the person who has been appointed to chair meetings of the Directors.
- 11.8 If there is no such person or he or she is not present within fifteen minutes of the start of the meeting a Director nominated by the Directors shall chair the meeting.
- 11.9 If there is only one Director present and he or she is willing to act he or she shall chair the meeting.
- 11.10 If no Director is present or is unwilling to act, the members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.
- 11.11 The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 11.12 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 11.13 No business shall be transacted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.

- 11.14 If a meeting is adjourned by a resolution of the members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.
- 11.15 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of the show of hands a poll is demanded:
- i) by the person chairing the meeting;
 - ii) by at least two members present in person or by proxy and having the right to vote at the meeting; or
 - iii) by a member or members present in person or by proxy representing not less than one - tenth of the total voting rights of all the members having the right to vote at the meeting.
- 11.16 The declaration of the person chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 11.17 The result of the vote must be recorded in the minutes of the Trust but the number or proportion of votes cast need not be recorded.
- 11.18 A demand for a poll may be withdrawn before the poll is taken but only with the consent of the person who is chairing the meeting.
- 11.19 If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.20 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 11.21 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 11.22 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
- 11.23 A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
- 11.24 The poll may be taken within thirty days after it has been demanded.
- 11.25 If the poll is not taken immediately at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 11.26 If the poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 11.27 If there is an equality of votes, whether on a show of hands or on a poll, the person who is chairing the meeting shall have a casting vote in addition to any other vote he or she may have.

12. Content of Proxy Notices

- 12.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which—
- i) states the name and address of the member appointing the proxy;

- ii) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - iii) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - iv) is delivered to the Trust in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 12.2 The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 12.3 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.
- 12.4 Unless a proxy notice indicates otherwise, it must be treated as—
- i) 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
 - ii) 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.

13. Delivery of Proxy Notices

- 13.1 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 Trust by or on behalf of that person.
- 13.3 An appointment under a proxy notice may be revoked by delivering to the Trust a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 13.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 13.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

14. Written Resolutions

- 14.1 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:
- i) a copy of the proposed resolution has been sent to every eligible member;
 - ii) a simple majority (or in the case of a special resolution by a majority of not less than 75%) of members has signified its agreement to the resolution; and
 - iii) it is contained in an authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 14.2 A resolution in writing may comprise several copies to which one or more members have signified their agreement.

14.3 In the case of a member that is an organisation, its authorised representative may signify its agreement.

15. Votes of Members

15.1 Subject to article 7 (classes of membership), every member shall have one vote.

15.2 Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.

15.3 Any organisation that is a member of the Trust may nominate any person to act as its representative at any meeting of the Trust.

15.4 The organisation must give written notice to the Trust of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless that notice has been received by the Trust. The representative may continue to represent the organisation until written notice to the contrary is received by the Trust.

15.5 Any notice given to the Trust will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Trust shall not be required to consider whether the representative has been properly appointed by the organisation.

16. Elected Honorary Officers

16.1 The elected Honorary Officers of the Trust shall be the Secretary and the Treasurer, both of whom must be members of the Trust and members of the Council.

16.2 Honorary Officers shall be elected at the Trust's annual general meeting and remain in office until the annual general meeting closest to the third anniversary of his or her appointment unless he or she shall have died, resigned or otherwise vacated office.

16.3 Any Honorary Officer who shall cease to be a member of the Trust or a member of the Council shall be deemed to vacate his or her office immediately.

17. Directors

17.1 A Director must be a natural person aged 18 years or older.

17.2 No one may be appointed a Director if he or she would be disqualified from acting under the provisions of article 21.

17.3 The number of Directors shall not be less than seven or more than fifteen (unless otherwise determined by ordinary resolution).

17.4 A Director may not appoint an alternate Director or anyone to act on his or her behalf at meetings of the Director.

18. Powers of Directors

18.1 The Directors shall manage the business of the Trust and may exercise all the powers of the Trust unless they are subject to any restrictions imposed by the Companies Acts, the Articles or any special resolution.

18.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Directors.

18.3 Any meeting of Directors at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Directors.

19. Retirement of Directors

19.1 At each annual general meeting one third of the Directors or, if their number is not three or a multiple of three, the number nearest to one third subject to a maximum of three, must retire from office. If there is only one Director, he or she must retire.

19.2 The Directors to retire by rotation shall be those who have been longest in office since their last appointment. If any Directors became or were appointed directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by lot.

19.3 If a Director is required to retire at an annual general meeting by a provision of the Articles the retirement shall take effect upon the conclusion of the meeting.

19.4 No Director, other than Honorary Officers, who are elected members of the Council shall serve for a period of more than nine consecutive years and shall be deemed to have given notice of their retirement on the expiration of that period in accordance with the articles. On the expiration of such period and the retirement of the relevant director, a further year must lapse before that person shall be eligible for re-election to the Council.

20. Appointment of Honorary Officers and Directors

20.1 The Trust may by ordinary resolution:

- i) appoint a person who is willing to act to be an Honorary Officer or a Director; and
- ii) determine the rotation in which any additional Directors are to retire.

20.2 No person other than an Honorary Officer or a Director retiring by rotation may be appointed an Honorary Officer or a Director at any general meeting unless:

- i) He or she is recommended for re-election by the Directors; or
- ii) Not less than twenty-one Clear Days before the date of the meeting, the Trust is given a notice that:
 - (a) is signed by a member entitled to vote at the meeting;
 - (b) states the member's intention to propose the appointment of a person as a Director;
 - (c) contains the details that, if the person were to be appointed, the Trust would have to file at Companies House;
 - (d) is signed by the person who is to be proposed to show his or her willingness to be appointed; and
 - (e) a proposed Honorary Officer or Director must only be considered at the next proceeding general meeting where a period of 60 Clear Days has expired between the submission to the Trust of the Honorary Officer or Director's particulars and the general meeting in which the proposal is to be discussed.

20.3 All members who are entitled to receive notice of a general meeting must be given not less than twenty-one Clear Days' notice of any resolution to be put to the meeting to appoint a Director other than a Director who is to retire by rotation.

- 20.4 The Directors may appoint a person who is willing to act to be a Director.
- 20.5 A Director appointed by a resolution of the other Directors must retire at the next annual general meeting and must not be taken into account in determining the Directors who are to retire by rotation.
- 20.6 The appointment of a Director, whether by the Trust in general meeting or by the other Directors, must not cause the number of Directors to exceed any number fixed as the maximum number of Directors.

21. Disqualification and Removal of Directors

- 21.1 A Director shall cease to hold office and shall not be appointed to office if he or she:
- i) ceases to be a Director by virtue of any provision in the Companies Acts or is prohibited by law from being a Director;
 - ii) is disqualified from acting as a trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
 - iii) ceases to be a member of the Trust;
 - iv) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
 - v) resigns as a Director by notice to the Trust (but only if at least two Directors will remain in office when the notice of resignation is to take effect);
 - vi) is absent without the permission of the Directors from all their meetings held within a period of six consecutive months and the directors resolve that his or her office be vacated; or
 - vii) has held the position of Director following appointment by the other Directors under clause 20.4 and their appointment has not been subsequently confirmed at general meeting. This disqualification shall expire after [2] years of their retirement under 20.5.

22. Remuneration of Directors

The Directors must not be paid any remuneration unless it is authorised by article 5.

23. Proceedings of Directors

- 23.1 The Directors may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 23.2 Any Director may call a meeting of the Directors.
- 23.3 The Secretary (if any) must call a meeting of the Directors if requested to do so by a Director.
- 23.4 Questions arising at a meeting shall be decided by a majority of the votes.
- 23.5 In the case of an equality of votes, the person who is chairing the meeting shall have second or casting vote.
- 23.6 A meeting may be held by suitable Electronic Means agreed by the Directors in which each participant may communicate with all the other participants.

- 23.7 No decision may be made by a meeting of the Directors unless a quorum is present at the time the decision is purported to be made. Present includes being present by suitable Electronic Means agreed by the Directors in which a participant or participants may communicate with all the other participants.
- 23.8 The quorum shall be five of the Directors or such larger number as decided from time to time by the Directors.
- 23.9 A Director shall not be counted in the quorum present when a decision is made upon which that Director is not entitled to vote.
- 23.10 If the number of Directors is less than the number fixed as the quorum, the continuing directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 23.11 The Directors shall appoint a Director to chair their meetings and may at any time revoke such appointment.
- 23.12 If no-one has been appointed to chair meetings of the Directors or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to chair that meeting.
- 23.13 The person appointed to chair meetings of the directors shall have no functions or powers except those conferred by the Articles or delegated to him or her by the Directors.
- 23.14 A resolution in writing or in Electronic Form agreed by a simple majority of all the Directors entitled to receive notice of a meeting of Directors or of a committee of the Directors and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of directors duly convened and held provided that:
- i) a copy of the resolution is sent or submitted to all the Directors eligible to vote; and
 - ii) a simple majority of Directors has signed its agreement to the resolution and an authenticated Document or Documents which are received at the registered office within the period of 28 days beginning with the circulation date.
- 23.15 The resolution in writing may comprise several Documents containing the text of the resolution in like form to each of which one or more of the Directors have signified their consent.

24. Delegation

- 24.1 The members of the Council may delegate any of their powers or functions, other than any matter set out in sub-clause 24.6 to a committee of three or more members of the Council, one of whom shall be the Chairman but the terms of any delegation must be recorded in the minute book.
- 24.2 The members of the Council may impose conditions when delegating, including the conditions that:
- i) the relevant powers are to be exercised exclusively by the committee to whom they delegate;
 - ii) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed by the members of the Council.
- 24.3 The members of the Council may revoke or alter a delegation.

- 24.4 The members of the Council may form consultative committees comprising members of the Council and others having relevant expertise.
- 24.5 All acts and proceedings of any committees must be fully and promptly reported to the Directors.
- 24.6 The following matters shall not be delegated:
- 24.6.1 any risk review required by any statement of recommended practice;
 - 24.6.2 any decision to acquire or dispose of land;
 - 24.6.3 approval of the Trust's accounts and financial statements;
 - 24.6.4 approval of the Trust's annual budget; and
 - 24.6.5 approval of the Trust's business plan.

25. Declaration of Directors' Interests

- 25.1 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 Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A director must absent himself or herself from any discussion of the Directors in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

26. Conflicts of Interest

- 26.1 If a conflict of interests arises for a Director because of a duty or loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles the unconflicted Directors may authorise such a conflict of interests where the following conditions apply:
- i) the conflicted Director is absent from the part of the meeting at which there is a discussion of any arrangement or transaction affecting that other organisation or person;
 - ii) the conflicted Director does not vote on any such matter and is not to be counted when considering whether a quorum of Directors is present at the meeting; and
 - iii) the un-conflicted Directors consider it is in the best interests of the Trust to authorise the conflict of interests in the circumstances applying.
- 26.2 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 Director or to a Connected Person.

27. Validity of Directors' Decisions

- 27.1 Subject to article 27.2, all acts done by a meeting of Directors, or of a committee of Directors, shall be valid notwithstanding the participation in any vote of a Director:
- i) who was disqualified from holding office;
 - ii) who had previously retired or who had been obliged by the Articles or the by-laws and rules of the Trust to vacate office;

- iii) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise;

If without:

- iv) the vote of that Director; and
- v) that Director being counted in the quorum;

The decision has been made by a majority of the Directors at a quorate meeting.

27.2 Article 27.1 does not permit a Director or a Connected Person to keep any benefit that may be conferred on him or her by resolution of the Directors or of a committee of Directors if, but for article 27.1, the resolution would have been void, or if the Director has not complied with article 25.

28. Seal

If the Trust has a seal it must only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (if any) or by a second Director.

29. Minutes

29.1 The Directors must cause minutes to be made in books kept for the purpose of all:

29.1.1 appointments of Honorary Officers made by the Directors;

29.1.2 proceedings at meetings of the Trust;

29.1.3 meetings of the Directors and committees of Directors including

- i) the names of the Directors and other persons appointed and present at each such meeting;
- ii) the decisions made at the meetings; and
- iii) where appropriate the reasons for the decisions.

30. Accounts

30.1 The Directors must prepare for each financial year accounts as required by the Companies Acts. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

30.2 The Directors must keep accounting records as required by the Companies Acts.

31. Annual Report and Return and Register of Charities

31.1 The Directors must comply with the requirements of the Charities Act 1993 with regard to the:

- i) transmission of statements of account of the Trust;
- ii) preparation of an Annual Report and its transmission to the Commission; and
- iii) preparation of an Annual Return and its transmission to the Commission.

31.2 The Directors must notify the Commission promptly of any changes to the Trust's entry to the Central Register of Charities.

32. Means of Communication

32.1 Subject to the Articles, anything sent or supplied by or to the Trust 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 Trust.

32.2 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.

32.3 Any notice to be given to or by any person pursuant to the Articles:

- i) must be given in writing; or
- ii) must be given in Electronic Form.

32.4 The Trust may give any notice to a member either:

- i) personally;
- ii) by sending it by post in a prepaid envelope addressed to the member at his or her address;
- iii) by leaving it at the address of the member; or
- iv) by giving it in Electronic Form to the member's address.

32.5 A member who does not register an address with the Trust or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Trust.

32.6 A member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.

32.7 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.

32.8 Proof that an Electronic Form of notice was given shall be conclusive where the Trust can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.

32.9 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:

- i) 48 hours after the envelope containing it was posted; or
- ii) in the case of Electronic Form of communication, 48 hours after it was sent.

33. Indemnity

33.1 The Trust shall indemnify any relevant Director, member of the Council or other officer of the Trust against any liability incurred by him or her in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.

33.2 In this article a 'relevant Director' means any Director or former Director of the Trust.

34. Rules

34.1 The Directors may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust.

34.2 The bye laws may regulate the following matters but are not restricted to them:

- a) the admission of members to the Trust (including the admission of organisations to memberships) and the right and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
- b) the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;
- c) 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 purpose;
- d) the procedure at general meetings and meetings of the Directors in so far as such procedure is not regulated by the Companies Acts or by the Articles;
- e) generally, all such matters as are commonly the subject matter of company rules.

34.3 The Trust in general meeting has the power to alter, add to or repeal the rules or bye laws.

34.4 The Directors must adopt such means as they think sufficient to bring the rules and bye laws to the notice of the members of the Trust.

34.5 The rules or bye laws shall be binding on all members of the Trust. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

35. Dissolution

35.1 The members of the Trust may at any time before, and in expectation of, its dissolution resolve that any net assets of the Trust after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Trust be applied or transferred in any of the following ways:

- i) to the Royal Society of Wildlife Trusts (Registered Charity 207238) who shall apply any net assets in accordance with the Trust's objects; or
- ii) directly for the objects;
- iii) by transfer to any charity or charities for purposes similar to the objects; or
- iv) to any charity or charities for use for particular purposes that fall within the objects.

35.2 Subject to any such resolution of the members of the Trust, the members of the Council may at any time before and in expectation of its dissolution resolve that any net assets of the Trust after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the Trust be applied or transferred in any of the following ways:

- i) to the Royal Society of Wildlife Trusts (Registered Charity 207238) who shall apply any net assets in accordance with the Trust's objects; or

- ii) directly for the objects;
- iii) by transfer to any charity or charities for purposes similar to the objects; or
- iv) to any charity or charities for use for particular purposes that fall within the objects.

35.3 In no circumstances shall the net assets of the Trust be paid to or distributed among the members of the Trust (except to a member that is itself a Trust) and if no resolution in accordance with article 35(1) or 35(2) is passed by the members or the Directors the net assets of the Trust shall be applied for charitable purposes as directed by the Court of the Commission.

SCHEDULE - INTERPRETATION

Defined Terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:
 - 1.1 “Address” includes a number or address, fax number used for the purposes of sending or receiving Documents by Electronic Means;
 - 1.2 “Articles” the Trust’s articles of association;
 - 1.3 “Clear Days” 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;
 - 1.4 “the Commission” means the Charity Commission for England and Wales;
 - 1.5 “Companies Acts” means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Trust;
 - 1.6 “Council” means the Trust’s board of Directors;
 - 1.7 “the Director(s)” a director of the Trust, and includes any person occupying the position of director, by whatever name called. The Directors are charity Trustees as defined by section 97 of the Charities Act 1993;
 - 1.8 “Document” includes, unless otherwise indicated, any Document sent or supplied in Electronic Form;
 - 1.9 “Electronic Form” and “Electronic Means” have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
 - 1.10 “Officers” Includes the Directors and the Secretary (if any);
 - 1.11 “the Seal” Means the common seal of the Trust if it has one;
 - 1.12 “Secretary” the secretary of the Trust (if any);
 - 1.13 “Trust” means the company intended to be regulated by the Articles;
 - 1.14 “the United Kingdom” Means Great Britain and Northern Ireland;

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 Acts as in force on the date when these Articles become binding on the Trust.
4. Words importing one gender shall include all genders, and the singular includes the plural and vice versa.