

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
OF
KENT WILDLIFE TRUST



We the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers

JAMES WEIERTER RENWICK ADAMS

Thurnham Grange, Thurnham, Kent. County Planning Officer

JOHN FRANCIS DERYK FRAZER

Stone House, Boxley, Maidstone, Kent. Doctor of Medicine

LEONARD ROBERT ALLEN GROVE

Chillington House, Maidstone, Kent. Museum Curator

ARTHUR MOREL MASSEE

"Acarina", East Malling, Kent. Entomologist

FRANCIS ROSE

The Forge House, East Malling, Kent. University Lecturer in Botany

ALFRED HENRY LUKES

9 Malvina Avenue, Gravesend, Kent. Cost Accountant

PETER JAMES DOUGLAS WILSON

"Wildwood", Chandlers Lane, Priestwood Harvel, Meopham, Kent. Forestry Officer

Dated this 25th day of March, 1959.

Witness to the above Signatures -

K P BARRETT

9 King Street

Maidstone

Kent

Solicitor

The Companies Act 2006

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

KENT WILDLIFE TRUST

Company Number 00633098

(Adopted by Special Resolution dated 19th September 2020)



1. Interpretation

1.1 In these Articles the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context:

Act:	means The Companies Act, 2006;
Articles:	means the Trust's articles of association for the time being in force;
Clear Days	In relation to the period of a notice means a period excluding: (a) The day when the notice is given or deemed to be given; and (b) The day for which it is given or on which it is to take effect.
Connected Person:	means any person falling within one of the following categories: (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person who carries on business in partnership with a Trustee or with any person in (a) or (b); or (d) an institution which is controlled by either a Trustee, any person in (a), (b) or (c), or a Trustee and any person in (a), (b) or (c), taken together; (e) a corporate body in which a Trustee or any person in (a), (b) or (c) is required to be included in its register of persons with significant control in accordance with the Act, or two or more such persons, taken together, who would be required to be included in its register of persons with significant control in accordance with the Act if they were one person;
Corporate Member:	means any body corporate that has been accepted into membership and has paid the appropriate membership subscription;
Council:	means, collectively, the elected and appointed trustees for the time being who make up the council of management of the Trust, as detailed in Article 11.1;
Family Member:	means a family resident at the same address that has been accepted into membership and has paid the appropriate membership subscription;

Group Member:	means any society or body incorporate that has been accepted into membership and has paid the appropriate membership subscription;
Honorary Member:	means such person as the Council shall from time to time elect and shall be entitled to honorary membership for such period and with such rights as the Council may determine;
Individual Member:	means an individual natural person who has been accepted into membership and has paid the appropriate membership subscription;
in writing:	means the representation or reproduction of words or other information in a visible form by any method or combination of method, whether sent or supplied in electronic form or otherwise;
Joint Member:	means two adults at the same address who have been accepted into membership and have paid the appropriate membership subscription;
Member:	means a person who is a subscriber to the Memorandum or who is admitted to membership in accordance with the Articles;
Member's Representative:	means a natural person nominated by a Member as its representative pursuant to Article 7.13;
Month:	means calendar month;
Objects:	means the objects of the Trust as stated in Article 2;
Office	means the registered office of the Trust
Officers:	means the chairman or vice chairman of the Council or the Secretary or treasurer;
Secretary:	means the person appointed as secretary pursuant to Article 14 from time to time;
Special Business:	has the meaning set out in Article 9.1;
Trust:	means Kent Wildlife Trust which is a charitable company regulated by the Articles;

Trustee: means a director of the charitable company for the purposes of the Companies Act 2006 and a charity trustee as defined in the Charities Act 2011;

United Kingdom: means Great Britain and Northern Ireland;

- 1.2 Words importing the singular number only shall include the plural number and vice versa.
- 1.3 Unless the context otherwise requires, reference to one gender shall include reference to the other genders; and
- 1.4 Words importing persons shall include natural persons, corporate or unincorporated bodies whether or not having a separate legal personality.
- 1.5 Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these Articles become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

2. **Objects**

The objects for which the Trust is established are for the public benefit and, primarily, in the County of Kent, alone and with others:

- 2.1. to advance, promote and further the conservation, maintenance and protection of:
 - 2.1.1. wildlife, marine life and their habitats;
 - 2.1.2. places of natural beauty;
 - 2.1.3. places of zoological, botanical, geographical, archaeological or scientific interest;
 - 2.1.4. features of landscape with geological, physiographical or amenity value in particular, but not exclusively, in ways that further biodiversity;
- 2.2. to advance the education of the public in:
 - 2.2.1. the principles and practice of sustainable development;
 - 2.2.2. the principles and practice of biodiversity conservation;
 - 2.2.3. the value and economic importance of nurturing the natural capital of the environment;
- 2.3. to promote research in all branches of nature study and to publish the useful results thereof.

3. Powers

The Trust has the power to do anything which is calculated to further its Objects, or any of them, or is conducive or incidental to doing so. In particular, the charity has power:

- 3.1. to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity;
- 3.2. to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Trust may think necessary or convenient for the promotion of the Objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the promotion of the Objects;
- 3.3. to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust as may be thought expedient with a view to the promotion of the Objects. In exercising this power, the Trust must comply with the relevant sections of the Charities Act;
- 3.4. to raise funds, including the acceptance of, subscriptions and donations and apply the same for the purposes of the Trust;
- 3.5. to act in concert or make any arrangements with any body corporate, charity, individual, County Council, District Council, Parish Council, improvement commissioners or other authority, now or hereafter constituted, or with any residents or property owners in the neighbourhood of property of the Trust with a view to promoting any of the Objects;
- 3.6. to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- 3.7. to borrow or raise money for the purposes of the Trust on such terms and on such security as may be thought fit. The Trust must comply with the relevant sections of the Charities Act when mortgaging land;
- 3.8. to invest the monies of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) as may for the time being be imposed or required by law, including the Trustees Act, and subject as hereinafter provided;
- 3.9. to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

- 3.10. to establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Trust or calculated to further the Objects;
- 3.11. to employ and remunerate such staff as necessary for carrying out the work of the Trust. The Trust may employ or remunerate a Director only to the extent it is permitted to do so by Article 4;

4. Application of Income and Property

- 4.1. The income and property of the Trust shall be applied solely towards the promotion of the Objects.
- 4.2. Except as provided in Article 4.3, no part of the income or property of the Trust shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members, and no Trustee or Connected Person shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or monies worth from the Trust.
- 4.3. A Trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in the Charities Act.
- 4.4. Article 4.2 shall not prevent any payment in good faith by the Trust:
 - 4.4.1. of the usual professional charges for business done by any Trustee, Connected Person or Member who is a Solicitor, Accountant or other person engaged in a profession, or by any partnership or body corporate providing his services, when instructed by the Trust to act in a professional capacity on its behalf, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of the partnership or body corporate providing his services is under discussion;
 - 4.4.2. of reasonable and proper remuneration for any goods or services supplied to the Trust by any Member, Trustee, Connected Persons or servant of the Trust, provided that at no time shall a majority of the Trustees benefit under this provision and that a Trustee shall withdraw from any meeting at which his or her appointment or remuneration, or that of the partnership or body corporate providing his services, is under discussion;
 - 4.4.3. of interest on money lent by any Member or by any Trustee or Connected Person at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate);

- 4.4.4. of fees, remuneration or other benefit in money or monies worth to any company of which a Member or a Trustee may also be a member holding not more than one-hundredth part of the issued capital of that company;
- 4.4.5. of reasonable and proper rent for premises demised or let by any Member or by any Trustee or Connected Person;
- 4.4.6. to any Trustee of reasonable out of pocket expenses properly incurred when acting on behalf of the Trust; and
- 4.4.7. to any Trustee under an indemnity from the Trust in the circumstances set out in Article 19.

5. Liability of Members

- 5.1. The liability of the members is limited.
- 5.2. Every Member undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a Member, or within one year after he ceases to be a Member, for payment of the debts and liabilities of the Trust contracted before he ceased to be a Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.

6. Winding Up

If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members, but shall be given or transferred to some other institution or institutions having objects similar to the Objects, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Trust under or by virtue of Article 4, such institution or institutions to be determined by the Members at or before the time of dissolution and if and so far as effect cannot be given to such provisions, then to some charitable object.

7. Members of the Trust

- 7.1. The number of Members is unrestricted.
- 7.2. The members of the Trust are those individuals who are admitted to membership in accordance with the rules made pursuant to Article 20.
- 7.3. The Council may only refuse an application for membership if, acting reasonably and properly, it considers it to be in the best interests of the Trust.

- 7.4. The Council must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
- 7.5. The Council must consider any written representations the applicant may make about the decisions, The Council's decision following any written representations must be notified to the applicant in writing but shall be final.
- 7.6. The Council may establish classes of membership with different rights and obligations and shall record the rights and obligations in the register of members.
- 7.7. The Council may not directly or indirectly alter the rights or obligations attached to a class of membership.
- 7.8. The rights and/or obligations attached to a class of membership may only be varied if:
 - 7.8.1. 75% of the members of the class consent in writing to the variation; or
 - 7.8.2. A special resolution is passed as at an extraordinary general meeting of that class agreeing to the variation.
- 7.9. 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.
- 7.10. The provisions of section 113 of the Act shall be observed by the Trust and every Member shall sign a written consent to become a Member.
- 7.11. Membership is open to individuals or organisations who apply to the Trust in the form required by the Council and are approved by the Trustees and upon Council approving them for membership and, upon payment by them of their first subscription, the name of such person or persons shall be entered in the membership records of the Trust and upon such entry such person or persons shall become a Member.

Termination of Membership

- 7.12. Membership is terminated if:
 - 7.12.1. The Member dies or, if it is an organisation, ceases to exist;
 - 7.12.2. the Member resigns by written notice to the Trust unless, after the resignation, there would be less than two Members;
 - 7.12.3. any sum due from the Member to the Trust is not paid in full for six Months after it has become due;
 - 7.12.4. 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:

- 7.12.4.1. The Member has been given at least twenty-one days' notice in writing of the meeting of the Council at which the resolution will be proposed and the reasons why it is to be proposed;
- 7.12.4.2. 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.

7.13. Where two or more persons together make up one class of membership, they shall nominate a natural person to act on their behalf and as their representative and to exercise, on behalf of them, their voting rights as a Member. Such nomination shall be made by written notice to the Trust and, in the absence of such notice, the Trust shall not be obliged to recognise the entitlement of the representative to exercise the rights of the Member at general meetings of the Trust. Having received such notice, the Trust shall consider that the person named in it as the Member's representative shall continue to be its representative until written notice to the contrary is received by the Trust. The Trust shall be entitled to consider that any notice received by it in accordance with this Article is conclusive evidence that the representative is entitled to represent the Member and that his authority has not been revoked. The Trust shall not be required to consider whether the representative has been properly authorised by the Member.

7.14. No right or privilege of any Member shall be in any way transferable and all such rights and privileges shall cease upon the Member ceasing to be such whether by death, retirement or otherwise.

8. General Meetings

8.1. The Trust shall hold an annual general meeting each year and not more than fifteen months may elapse between successive annual general meetings.

8.2. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

8.3. The Council may call a general meeting at any time.

8.3.1. The minimum periods of notice required to hold a general meeting of the Trust are:

8.3.2. Twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution;

8.4. Fourteen clear days for all other general meetings.

8.5. 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.

9. Proceedings at General Meetings

9.1. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided in these Articles, thirty persons present in person, subject to Article 10.1, or by proxy and entitled to vote shall be a quorum. The representative of a member organisation shall be counted in the quorum.

9.2. If:

9.2.1. A quorum is not present, within half an hour from the time appointed for the meeting; or

9.2.2. During the meeting a quorum ceases to be present;

9.2.3. the meeting shall be adjourned to such a time and at such place as the Council may determine.

9.2.4. The Council must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the date, time and place of the meeting. If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present in person or proxy at that time shall constitute a quorum for the meeting.

9.2.5. General meetings shall be chaired by the person who has been elected or appointed to chair Council meetings.

9.2.6. If there be no such person present within fifteen minutes after the time appointed for the meeting a Trustee present and willing to act shall chair the meeting. If no Trustee is present or willing to chair the meeting, within fifteen minutes after the appointed time for holding it, the Members present in person or by proxy and entitled to vote must choose one of their number to chair the meeting.

9.3. The chairman of the meeting may, with the consent of any general 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 business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid and as provided by Article 9.2, the Members shall not be entitled to any notice of adjournment or of the business to be transacted at an adjourned meeting.

9.4. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands or, where Council has determined that electronic communications will be used, via electronic vote unless a poll is before or upon the declaration of the result of the show of hands

and/or electronic vote demanded by the chairman of the meeting or by at least three Members present in person and entitled to vote or by a person representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting and unless a poll be so demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book 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 the resolution. The demand for a poll may be withdrawn.

- 9.5. Subject to the provisions of Article 9.6, if a poll be demanded in the manner set out in Article 9.4, it shall be taken at such time and place and in such manner as the chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 9.6. No poll shall be demanded on the election of a chairman of a meeting or on any question of adjournment.
- 9.7. In the case of an equality of votes, whether on a show of hands, electronic vote or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
- 9.8. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

10. Attendance and Voting At General Meetings

- 10.1 The Council may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it, including electronic means of communication and/or voting.
 - 10.1.1. Subject to Article 9.7, each Member shall have one vote only. For the avoidance of doubt, where the Member is a couple, family, group or an organisation comprising two or more individuals, the individuals will jointly have one vote only.
 - 10.1.2. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
 - 10.1.3. A person is able to exercise the right to vote at a general meeting when:
 - (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
 - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

- 10.1.4. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
 - 10.1.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. For the avoidance of doubt, where a Member is able to exercise these rights they will be deemed to be present in person at a general meeting.
- 10.2. A Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and to vote in person or electronically at a general meeting. Proxies may only be validly appointed by a notice in writing which:
- 10.2.1 states the name and address of the Member appointing the proxy;
 - 10.2.2 identifies the person appointed as proxy and the general meeting in relation to which such appointment is made;
 - 10.2.3 is signed by or on behalf of the appointing Member, or is authenticated in such a manner as the Council may determine; and
 - 10.2.4 is delivered to the Trust in accordance with the Articles not less than seven days before the time appointed for holding the general meeting in question and in accordance with any instructions contained in the notice of such general meeting.
- 10.3. A proxy notice which is not delivered in the manner set out in Article 10.2 shall be invalid.
- 10.4. Proxy notices may specify how the proxy appointed under them is to vote on one or more resolutions.
- 10.5. Unless a proxy notice indicates otherwise, it must be treated as allowing the appointed proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting and as appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the general meeting itself.
- 10.6. A person who is entitled to attend, speak or vote 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. In the event that such person votes in respect of a resolution at a general meeting, any votes cast by a proxy on his behalf in respect of such resolution shall be rejected.
- 10.7. 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.
- 10.8. 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.
- 10.9. 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.

- 10.10. No person other than a Member whose name has been entered in the records of the Trust under Article 7.11 and who shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to vote on any question at any general meeting.

11. Council of Management

- 11.1. Members of Council are the Trustees and Directors of the Trust.
- 11.2. A member of Council must be a natural person and aged 16 years or over.
- 11.3. No-one may be appointed as a member of Council if they would be disqualified under the provisions of Article 14.
- 11.4. Subject to Article 12.6, the Council shall consist of not less than five nor more than fifteen members (or such other number as may from time to time be determined by the Trust in general meeting). Each member of the Council shall be entered as a director of the Trust on the Company Register. A member of the Council may not appoint an alternate or anyone to act of his behalf at meetings of the Council.
- 11.5. The Council shall, each year, elect from among their number a chairman, a vice chairman and a treasurer, and may elect a Secretary, who shall be Officers of the Trust. One person may hold more than one of the offices of vice chairman, Secretary and treasurer.
- 11.6. Subject to Article 11.7, the Chairman or Vice Chairman shall hold office as such until his successor has been elected.
- 11.7. An Officer may at any time resign their office by giving notice in writing to the Trust. An Officer will cease to hold office if:
- 11.1 He ceases to be a Trustee;
 - 11.1 He is removed from office in accordance with these Articles; or
 - 11.1 In the case of the Vice Chairman, he is elected to fill a vacancy in the office of Chairman.
- 11.8. Where, by reason of any of the matters referred to in Article 11.7, a vacancy arises in the office of Chairman or Vice Chairman, the Trustees shall at their next meeting elect one of their number to fill that vacancy.
- 11.9. The chairman shall be entitled to preside at all meetings of the Council at which he shall be present. If at any meeting the chairman is not present within five minutes after the time appointed for holding the meeting or willing to preside, the vice chairman (if present) shall

preside at such meeting and if the vice chairman shall not be present within such period or willing to preside, or if there be no chairman or vice chairman elected at the date of such meeting, the members of the Council present shall choose one of their number to be chairman of the meeting.

- 11.10. The Council may from time to time and at any time appoint any eligible person as a member of the Council either to fill a casual vacancy or by way of addition to the Council provided that the maximum number of members of the Council from time to time prescribed be not thereby exceeded and provided that in any period between the holding of annual general meetings of the Trust the number of members of the Council so appointed shall not exceed ten. Any member of the Council appointed under this Article shall retire from office at the annual general meeting following his appointment, but, subject to Article 11.12, shall be eligible for re-election and, if re-elected, the term of his appointment shall be deemed to have started on the date of his re-election.
- 11.11. At every annual general meeting, all members of the Council who have served a term of three years or more since their last election or re-election shall retire.
- 11.12. At every annual general meeting, the Trust may elect members of the Council in place of those retiring or additional members of the Council (but subject always to the maximum number of members referred to in Article 11.4). Any vacancy in the Council during the course of a year may be filled by the Council pursuant to Article 11.10.
- 11.13. Once elected at an annual general meeting, a member of the Council shall be deemed to have served a term of one year during the period between consecutive annual general meetings.
- 11.14. A retiring member of the Council shall be eligible for re-election at an annual general meeting provided that they have not served on the Council for a consecutive period of nine years or more at the time of the annual general meeting.
- 11.15. No person not being a member of the Council retiring at the meeting shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any annual general meeting unless at least four months preceding such meeting there shall have been given to the Trust:
 - 11.15.1 notice in writing by some Member eligible to be present and vote at such meeting of his intention to propose such a person for election; and
 - 11.15.2 a notice in writing signed by the person to be proposed of his willingness to be elected; and
 - 11.15.3 such information as the Council may reasonably require as to the fitness of the person to be proposed for election as a member of the Council.

- 11.16. The Trust may by ordinary resolution remove any member of the Council before the expiration of his period of office.
- 11.17. No person who is not either an Individual Member or a Joint Member or a Family Member or a Member's Representative shall be eligible to hold office as a member of the Council.

12. Powers of the Council

- 12.1. The Council 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 Act, the Articles or any special resolution.
- 12.2. No alteration of these Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Council.
- 12.3. Any meeting of the Council at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Council.
- 12.4. Any Council member who, without the approval of the chairman of the Council, has failed to attend at least two meetings of Council in any twelve Month period shall, on the expiry of that period, be disqualified from continuing to be a member of Council without prejudice, however, to his or her re-election.
- 12.5. The Council may at any time by resolution appoint a patron or patrons of the Trust, provided that there shall not be more than three patrons of the Trust at any one time. Patrons of the Trust shall not be members of the Council. The Council may appoint a President.
- 12.6. The members for the time being of the Council may act notwithstanding any vacancy in their body; provided always that in case the members of the Council shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Trust, filling up vacancies in their body or of summoning a general meeting but not for any other purpose.
- 12.7. The Council may at any time appoint an advisor or advisors to the Council, for such period and under such conditions as it sees fit. Advisors may attend meetings of the Council by invitation, but shall not count as part of the quorum nor shall they have a vote at Council meetings. Advisors need not be Members of the Trust.
- 12.8. There shall not be any upper age limit for members of the Council.

13. The Secretary

The Council may appoint any person who is willing to act as the Secretary for such term and at such remuneration and on such conditions as it thinks fit. From time to time the Council may decide to remove such person and to appoint a replacement. A Secretary who is a member of the Council may not be remunerated, otherwise than as permitted by these Articles.

14. Disqualification of members of the Council

A member of the Council shall be deemed to have resigned immediately:

- 14.1. if a bankruptcy order is made against him or he makes any arrangement or composition with his creditors generally in satisfaction of his debts;
- 14.2. if in the opinion of a registered medical practitioner who is treating him, he becomes physically or mentally incapable of acting as a director and may remain so for more than three Months;
- 14.3. if he ceases to be an Individual Member or a Member's Representative;
- 14.4. if by notice in writing to the Trust he resigns his office (but only if at least five Trustees remain in office when the resignation is to take effect);
- 14.5. if he ceases to hold office by virtue of any provision of the Act or is prohibited by law from being a director;
- 14.6. if he is removed from office by ordinary resolution duly passed pursuant to the Act;
- 14.7. if he is disqualified from acting as a charity trustee by virtue of the Charities Act 2011;
- 14.8. if the Council determines that he has brought the Trust into disrepute;
- 14.9. if he has acted or sought to act on behalf of the Trust in a manner which is outside the limits of his authority;
- 14.10. if he is absent without the permission of the Trustees from all of their meetings held within a period of nine consecutive months and the Trustees resolve that his office be vacated

15. Proceedings of the Council

- 15.1. Subject to the provisions of these Articles, the Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, five shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman of the meeting shall have a second or casting vote. Any Council member may participate in a meeting of the Council in person or by any suitable electronic means agreed by the Council and by which all those participating in the meeting are able to communicate with all other participants.
- 15.2. A member of the Council may, and, on the request of a member of the Council, the Secretary shall, at any time summon a meeting of the Council by notice served upon the other members of the Council. Notice shall be in writing and must specify the time, date and place of the meeting, the general particulars of the business to be considered at the meeting and, if it is anticipated that the Council members participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.3. A Council member shall not be counted as part of the quorum present when any decision is made about a matter upon which that Council member is not entitled to vote.
- 15.4. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Trust for the time being vested in the Council generally.
- 15.5. The Council may establish and delegate any of their powers or functions to committees. Subject to these Articles, the constitution, membership and proceedings of any committee of the Council shall be determined by the Council and shall be reviewed at least once in every twelve months. The membership of any committee of the Council may include Members or other persons who are not members of the Council providing that the majority of committee members are Trustees.
- 15.6. The Council may revoke or alter a delegation.
- 15.7. All acts and proceedings of any committees must be fully and promptly reported to the Council.
- 15.8. All acts bona fide done by any meeting of the Council or by any committee of the Council or by any person acting as a member of the Council shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any member of Council or such Committee, or the person acting as aforesaid, be as valid as if there were no such defect.

- 15.1 The Council shall cause proper minutes to be made of all appointments of Officers made by the Council and of the proceedings of all general meetings of the Trust, of the Council and of any committees of the Council and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 15.10. A resolution in writing or in electronic form agreed by all the members for the time being of the Council entitled to receive notice of a meeting of the Council and vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Council duly convened and held.
- 15.11. A resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.
- 15.12. A member of the Council must declare the nature and extent of any interest, direct or indirect, which they have 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 member of the Council must, at the request of the Chairman of Council, absent themselves from any discussions of the Council in which it is possible that a conflict will arise between their duty to act solely in the interests of the Trust and any personal interest (including, but not limited to, any personal financial interest). If a conflict of interests arises for a member of the Council 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 members of the Council may authorise such a conflict of interests where the following conditions apply:
- 15.12.1 the conflicted member of the Council is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that person;
- 15.12.2 the conflicted member of the Council does not vote on any such matter and is not to be counted when considering whether a quorum is present at the meeting; and
- 15.12.3 the unconflicted members of the Council consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.

In this Article 15.12 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 member of Council or to a Connected Person.

16. Accounts

- 16.1. The Council shall cause proper financial records to be kept with respect to:

- 16.1.1 all sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;
- 16.1.2 all sales and purchases of goods and services by the Trust; and
- 16.1.3 the assets and liabilities of the Trust.

Proper financial records shall not be deemed to be kept if there are not kept such financial records as are necessary to give a true and fair view of the state of affairs of the Trust and to explain its transactions.

- 16.2. The financial records shall be kept at the registered office or, subject to Section 388 of the Act, at such other place or places as the Council shall think fit and shall always be open to the inspection of the members of the Council.
- 16.3. The Trust in general meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than members of the Council, of the accounts and books of the Trust or any of them and, subject to such restrictions, the accounts and books of the Trust shall be open to the inspection of such Members at all reasonable times during business hours.
- 16.4. At the annual general meeting in every year the Council shall make available to the Trust audited financial statements (framed in accordance with any statutory requirements for the time being in force) for the period since the last preceding period of account made up to a date not more than nine Months before such meeting. Such audited financial statements shall not less than twenty-one clear days before the date of the annual general meeting be made available on the Trust's website.

17. Audit

- 17.1. Once at least in every year, the financial records of the Trust shall be examined and the correctness of the financial statements ascertained by one or more properly qualified auditor or auditors.
- 17.2. Auditors shall be appointed and their duties regulated in accordance with relevant, legal and regulatory requirements.

18. Means of communication to be used

- 18.1. 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 the Act to be sent or supplied by or to the Trust.

18.2. Subject to the Articles, a notice or document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.

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

18.3.1. must be in writing; or

18.3.2. must be given in electronic form.

18.4. The Trust may give any notice to any Member either personally or by sending it through the post in a pre-paid letter or email addressed to such Member at his address or email address as appearing in the register of Members or by posting it on a website, the address of which shall be notified to the Member in writing.

18.5. Any Member described in the register of Members by an address not within the United Kingdom who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address but save as aforesaid and as provided by the Act only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive notices from the Trust.

18.6. Any notice:

18.6.1 if served by post shall be deemed to have been served two days following that on which the letter containing the same is put into the post and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a pre-paid letter;

18.6.2 if sent by email, it is treated as having been delivered at the time sent;

18.6.3 if sent by publication on a website, it is treated as being delivered when the material was first made available on the website, or if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

18.6.4 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.

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

18.6.6 Proof that an electronic form notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with the Companies Act 2006.

18.6.7 In accordance with the Companies Act 2006, notice shall be deemed to be given 48 hours after the envelope containing it was posted or in the case of an electronic form of communication, 48 hours after it was sent.

19. Indemnity

19.1. Subject to Article 19.2, but without prejudice to any indemnity to which they may otherwise be entitled:

19.1.1 every Trustee or former Trustee of the Trust shall be indemnified out of the assets of the Trust in relation to any liability they incur in that capacity; and

19.1.2 any Officers or former Officers of the Trust may be indemnified out of the assets of the Trust in relation to any liability they incur in that capacity.

19.2. Article 19.1 does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

20. Rules

20.1. The Council may from time to time establish such rules or bye laws as it may consider necessary for or conducive to the effective conduct and management of the Trust. In particular, but without prejudice to the generality of the above, such rules may regulate:

20.1.1 the admission of Members (including the admission of organisations to Membership), their rights, privileges and other conditions of membership, including entrance fees, subscriptions and other fees or payments to be made by Members;

20.1.2 the conduct of Members in relation to the Trust's purposes;

20.1.3 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;

20.1.4 the procedure at general meetings and meetings of the Council and committees to the extent that such procedure is not regulated by the Act or these Articles;

- 20.1.5 generally, all such matters as are commonly the subject matter of company rules.
- 20.2. The Trust in General Meeting has the power to alter, add to or repeal the rules or bye laws.
- 20.3. The Council must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Trust.
- 20.4. The rules or bye laws shall be binding on all Members of the Trust and no rule or bye law shall be inconsistent with or shall affect or repeal anything contained in these Articles.

21. Irregularities

The proceedings of any meeting or the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including by accidental omission to give or non-receipt of notice) or want of qualification in any of the persons present or voting by reason of any business being considered which is not specified in the notice.