

Companies Act 2006

COMPANY LIMITED BY GUARANTEE

Articles of Association for a Charitable Company

Articles of Association

of

Sussex Wildlife Trust (the 'Trust')

Company number: 00698851

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| 1 | | | The company's name is the Sussex Wildlife Trust. | |
| Interpretation | | | | |
| 2 | | | In the articles, unless the context requires otherwise, the following terms shall have the following meanings: | |
| | | | 'address' | means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the charity; |
| | | | 'clear days' | in relation to the period of a notice, means a period excluding: <ul style="list-style-type: none">the day when the notice is given or deemed to be given; andthe day for which it is given or on which it is to take effect; |
| | | | 'the Commission' | means the Charity Commission for England and Wales; |
| | | | 'Companies Acts' | means the Companies Acts (as defined in Section 2 of the Companies Act 2006), insofar as they apply to the Trust; |
| | | | 'the Council' | means the board of directors of the Trust; |
| | | | 'the director(s)' | means the directors of the charity. The directors are charity trustees as defined by section 177 of the Charities Act 2011; |
| | | | 'document' | includes, unless otherwise specified, any document sent or supplied in electronic form; |
| | | | 'electronic form' | has the meanings given in Section 1168 of |

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| | | | | the Companies Act 2006; |
| | | | “financial expert(s)’ | means an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| | | | ‘officers’ | includes the directors and the secretary (if any); |
| | | | ‘President’ | means any person appointed to perform the duties of the President of the Trust (if any); |
| | | | ‘secretary’ | means any person appointed to perform the duties of the secretary of the Trust (if any); |
| | | | ‘Sussex’ | means the counties of East and West Sussex and includes Brighton and Hove City; |
| | | | ‘the articles’ | means the Trust’s articles of association; |
| | | | ‘the seal’ | means the common seal of the Trust if it has one; |
| | | | ‘treasurer’ | means any person appointed to perform the duties of the treasurer of the Trust (if any); |
| | | | ‘the Trust’ | Means the company intended to be regulated by the articles; |
| | | | ‘the United Kingdom’ | means Great Britain and Northern Ireland. |
| | | | <p>Words importing one gender shall include all genders, and the singular includes the plural and vice versa.</p> <p>Unless the context otherwise requires words or expressions contained in these Articles have the same meaning as in the Companies Acts but excluding any statutory modification not in force when this constitution becomes binding on the Trust.</p> <p>Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.</p> | |
| Objects | | | | |
| 3 | | | The Trust’s objects (‘Objects’) are specifically restricted to the following: | |
| | | | For the benefit of both wildlife and the public: | |
| | (1) | | To conserve, restore and enhance the wildlife of Sussex including that in its coastal waters. In particular, to conserve species and the habitats and landscapes in which they occur, | |

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| | | | including the restoration, creation and interconnection of such habitats; |
| | (2) | | to promote the protection and enhancement of the natural environment; and |
| | (3) | | to promote and advance public education about, understanding of, connection to, and action in support of, the natural environment and its benefits. |
| Liability of members | | | |
| 4 | | | The liability of the members is limited to a sum not exceeding £1, being the amount that each member undertakes to contribute to the assets of the charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for: |
| | (1) | | payment of the charity's debt and liabilities incurred before he, she or it ceases to be a member; |
| | (2) | | payment of the costs, charges and expenses of winding up; and |
| | (3) | | adjustment of the rights of the contributories among themselves. |
| Powers | | | |
| 5 | | | 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: |
| | (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; |
| | (2) | | to provide advice, hold exhibitions, meetings, lectures, classes, seminars, workshops and courses either alone or with others |
| | (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) | | to raise funds. In doing so, the Trust must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations; |
| | (5) | | to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use; |
| | (6) | | to sell, lease or otherwise dispose of all or any of the property belonging to the Trust. In exercising this power, the Trust must |

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| | | | comply as appropriate with sections 117 and 122 of the Charities Act 2011; |
| | (7) | | to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Trust must comply as appropriate with sections 124-126 of the Charities Act 2011 if it wishes to mortgage land; |
| | (8) | | to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them; |
| | (9) | | to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects; |
| | (10) | | to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity; |
| | (11) | | to set aside any income as a reserve against future expenditure but only in accordance with a written policy about financial reserves; |
| | (12) | | to accept (or disclaim) gifts of money and any other property; |
| | (13) | | to raise funds by way of subscription, donation or otherwise; |
| | (14) | | to make grants and to lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company; |
| | (15) | | to insure the property of the Trust against any foreseeable risk and take out other insurance policies as are considered necessary by the directors to protect the charity; |
| | (16) | | to employ and remunerate such staff as are 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 7 and provided it complies with the conditions in that article; |
| | (17) | <p>(a)</p> <p>(b)</p> <p>(c)</p> | <p>to:</p> <p>deposit or invest funds;</p> <p>employ a professional fund-manager; and</p> <p>arrange for the investments or other property of the charity to be held in the name of a nominee;</p> <p>in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;</p> |

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| | (18) | | to provide indemnity insurance for the directors in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; |
| | (19) | | to pay out of the funds of the Trust the costs of forming and registering the Trust both as a company and as a charity; |
| Application of income and property | | | |
| 6 | (1) | | The income and property of the Trust shall be applied solely towards the promotion of the Objects. |
| | (2) | (a) | 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. |
| | | (b) | A director may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011. |
| | | (c) | A director may receive an indemnity from the Trust in the circumstances specified in article 57. |
| | | (d) | A director may not receive any other benefit or payment unless it is authorised by article 7. |
| | (3) | | Subject to article 7, 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: |
| | | (a) | a benefit from the Trust in the capacity of a beneficiary of the Trust; or |
| | | (b) | reasonable and proper remuneration for any goods or services supplied to the Trust. |
| Benefits and payments to the Trust's directors and connected persons | | | |
| 7 | (1) | | General provisions |
| | | | No director or connected person may: |
| | | (a) | buy any goods or services from the Trust on terms preferential to those applicable to members of the public; |
| | | (b) | sell goods, services or any interest in land to the Trust; |
| | | (c) | be employed by, or receive any remuneration from, the Trust; |
| | | (d) | receive any other financial benefit from the Trust; |

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| | | | <p>unless the payment is permitted by sub-clause (2) of this article, or authorised by the court or the prior written consent of the Charity Commission has been obtained.</p> <p>In this article a financial benefit means a benefit, direct or indirect, which is either money or has a monetary value.</p> |
| Scope and power permitting directors' or connected persons' benefits | | | |
| | (2) | (a) | 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. |
| | | (b) | 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, sections 185 and 186 of the Charities Act 2011. |
| | | (c) | Subject to sub-clause (3) of this article 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. |
| | | (d) | A director or connected person may receive interest on money lent to the Trust at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate). |
| | | (e) | A director or connected person may receive rent for premises let by the director or connected person to the Trust. The amount of rent and the other terms of the lease must be reasonable and proper. The Director concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion. |
| | | (f) | 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. |
| Payment for the supply of goods only – controls | | | |
| | (3) | | The Trust and its directors may only rely upon the authority provided by sub-clause (2) (c) of this article if each of the following conditions is satisfied: |
| | | (a) | The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Trust or its directors (as the case may be) and 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. |
| | | (b) | The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for |

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| | | | the supply of the goods in question. |
| | | (c) | 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. |
| | | (d) | The supplier is absent from the part of any meeting at 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. |
| | | (e) | 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. |
| | | (f) | The reason for their decision is recorded by the directors in the minute book. |
| | | (g) | A majority of the directors then in office are not in receipt of remuneration or payments authorised by article 7. |
| | (4) | (a) | In sub-clauses (2) and (3) of this article: 'Trust' includes any company in which the Trust: i) holds more than 50% of the shares; or 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. |
| | | (b) | 'connected person' includes any person with the definition in article 62 'Interpretation'. |
| Declaration of directors' interests | | | |
| 8 | (1) | | A director must at all relevant times 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. |
| | (2) | | A director must absent himself or herself from any discussions of the Trust's 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). |
| Conflicts of interest and conflicts of loyalties | | | |
| 9 | (1) | | If a conflict of interests arises for a director because of a duty of loyalty owed to another organisation or person and the conflict |

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| | | <p>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:</p> <p>(a) the conflicted director is absent from the part of the meeting at which there is a discussion by the other directors as to whether the conflict should be authorised;</p> <p>(b) the unconflicted directors consider it is in the best interests of the Trust to authorise the conflict of interests in the circumstances applying; and</p> <p>(c) where the other directors decide to authorise the conflict under this Article, the conflicted director may vote on any such matter and may be counted when considering whether a quorum of directors is present at the meeting.</p> |
| | (2) | <p>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.</p> |
| | (3) | <p>If a director has a conflict of interest in any matters to be discussed, they must:</p> <p>(a) take part in the decision-making process only to such extent as in the view of the other directors is necessary to inform the debate;</p> <p>(b) not be counted in the quorum for that part of the process; and</p> <p>(c) withdraw during the vote and have no vote on the matter;</p> <p>unless, the decision will result in the director benefitting from (i) the payment of premiums in respect of indemnity insurance effected in accordance with Article 6(2)(b); (ii) payment under the indemnity set out at Article 58; and (iii) reimbursement of expenses in accordance with Article 6(2)(a); in which case, he or she may participate in the decision-making process and may be counted in the quorum and vote.</p> |
| Members | | |
| 10 | (1) | <p>The subscribers to the memorandum are the first members of the Trust.</p> |
| | (2) | <p>Membership is open to other individuals and organisations who:</p> |
| | | (a) apply to the Trust in the form required by the directors; |
| | | (b) sympathise with the aims of the Trust; and |
| | | (c) are approved by the directors. |

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| | (3) | (a) | The directors may only refuse an application for membership if, acting reasonably and properly, they consider it to be in the best interests of the Trust to refuse the application. |
| | | (b) | The directors must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision. |
| | | (c) | The directors must consider any written representations the applicant may make about the decision. The directors' decision following any written representations must be notified to the applicant in writing but shall be final. |
| | (4) | | Membership is not transferable. |
| | (5) | | The Council must keep a register of names and addresses of the members which shall include, where relevant, a note that an unincorporated organisation or Corporate Member is a member through its authorised representative(s) under Article 11(6). |
| Classes of membership | | | |
| 11 | (1) | | The directors may establish classes of membership (including both individual and corporate membership) with different rights and obligations and shall record the rights and obligations in the register of members. |
| | (2) | | As of the date of these Articles, and subject to any further classes that may be established by the directors under Article 11(1), the Trust shall have the following classes of membership: |
| | | (a) | Individual |
| | | (b) | Joint |
| | | (c) | Family |
| | | (d) | Life |
| | | (e) | Joint Life |
| | | (f) | Affiliated and Corporate |
| | (3) | | Subject to Article 11(4), the Directors may not directly or indirectly alter the rights or obligations attached to a class of membership. |
| | (4) | | The rights attaching to a class of membership may only be varied if: |
| | | (a) | three-quarters of that class consent in writing to the variation; or |
| | | (b) | a special resolution is passed at a separate general meeting of |

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| | | | or the Companies Acts. |
| Termination of membership | | | |
| 12 | | | Membership is terminated if: |
| | (1) | | the member dies or if it is an organisation, ceases to exist; |
| | (2) | | the member resigns by written notice to the Trust unless, after the resignation, there would be less than two members; |
| | (3) | | any sum due from the member to the Trust is not paid in full within six months of it falling due; |
| | (4) | | the member is removed from membership by a resolution of the directors 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: |
| | | (a) | 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; |
| | | (b) | 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. |
| General meetings | | | |
| 13 | | | Subject to Article 14.2, an annual general meeting must be held in each year and not more than fifteen months may elapse between successive annual meetings. |
| 14 | (1) | | The directors may call a general meeting at any time. |
| | (2) | | The Directors may, at their discretion, suspend the requirement to hold an annual general meeting within the time limits specified at Article 13 for a particular calendar year, if they consider that due to circumstances beyond their control holding the meeting within those time limits could pose significant safety or other risks to the Trust, the Directors and/or the members or to the wider public or would be in breach of any relevant laws or regulations. The Directors must keep any suspension under regular review and must endeavour to arrange the annual general meeting for later in the calendar year, once they consider it to be safe and practicable to do so. If they do not consider it safe and practicable to rearrange the annual general meeting in the same calendar year, the Directors may decide that no annual general meeting shall be held in that calendar year and must make such arrangements as they see fit to deal with any business ordinarily dealt with at the annual general meeting. |
| Notice of general meetings | | | |

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| 15 | (1) | | The minimum periods of notice required to hold a general meeting of the Trust are: |
| | | (a) | twenty-one clear days for an annual general meeting or a general meeting called for the passing of a special resolution; |
| | | (b) | fourteen clear days for all other general meetings. |
| | (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. |
| | (3) | | Subject to Article 17(5) - (6), the notice must specify the date time and place of the meeting and the general nature of the business to 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 and article 22. |
| | (4) | | The notice must be given to all of the members and to the directors and auditors. |
| 16 | | | 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. |
| Proceedings at general meetings | | | |
| 17 | (1) | | No business will be transacted at any general meeting unless a quorum is present. |
| | (2) | | A quorum is twenty members (each being a member, an authorised representative of a Corporate Member, or a proxy for a member) entitled to vote upon the business to be conducted at the meeting. |
| | (3) | | The authorised representative of a member organisation shall be counted in the quorum. If two or more persons are authorised representatives of the same Corporate Member they shall together count as one person for the purposes of Article 17(2). |
| | (4) | | The directors may, in their discretion, make such arrangements as they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it. Such arrangements may, without limitation, include arrangements involving telephone or video conferencing and/or use of electronic facilities and/or electronic platforms. |
| | (5) | | 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. In particular, references in the Articles to a person attending and being present or present in person at the |

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| | | | general meeting, including without limitation in relation to the quorum for the meeting and rights to vote at the meeting, shall be treated as including a person attending the meeting remotely, unless the Articles expressly provide to the contrary. |
| | (6) | | Where the directors make arrangements to facilitate remote attendance at general meetings: |
| | | (a) | The directors shall ensure that the notice of the meeting includes a description of the means by which they intend to facilitate remote attendance and details of the primary place (if any) where individuals are invited to physically attend the meeting (if any); and |
| | | (b) | The directors and/or the chair of the meeting may: <ul style="list-style-type: none"> (i) determine how individuals present at the meeting may submit comments and questions to the meeting; (ii) determine how votes may be cast; and (iii) withdraw the scope for remote attendance, or change the means of attending remotely, in order to facilitate the effective conduct of the meeting, including without limitation in the case of security concerns or technological failure. |
| | (7) | | The right of a person to attend a meeting remotely shall be subject to these arrangements. |
| 18 | (1) | (a) (b) | If: a quorum is not present within half an hour from the time appointed for the meeting; or during a meeting a quorum ceases to be present; the meeting shall be adjourned to such time and place as the directors shall determine. |
| | (2) | | The directors must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting stating the time date and place of the meeting. |
| | (3) | | 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 by proxy at the time shall constitute a quorum for that meeting. |
| 19 | (1) | | 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. |
| | (2) | | 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 |

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| | | | by the directors shall chair the meeting. |
| | (3) | | If there is only one director present and willing to act, he or she shall chair the meeting. |
| | (4) | | If no director is present or willing to chair the meeting within fifteen minutes after the time appointed 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. |
| 20 | (1) | | The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned. |
| | (2) | | 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. |
| | (3) | | 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. |
| | (4) | | 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. |
| 21 | (1) | | Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of, the show of hands a poll is demanded: |
| | | (a) | by the person chairing the meeting; |
| | | (b) | by at least two members present in person or by proxy and having the right to vote at the meeting; or |
| | | (c) | 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. |
| | (2) | (a) | The declaration of the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded. |
| | | (b) | 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. |
| | (3) | (a) | 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. |
| | | (b) | If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the |

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| | | | demand was made. |
| | (4) | (a) | 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. |
| | | (b) | The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded. |
| | (5) | (a) | A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. |
| | | (b) | 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. |
| | | (c) | The poll must be taken within thirty days after it has been demanded. |
| | | (d) | 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. |
| | | (e) | If the poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting. |
| | | (f) | The result of the vote shall be determined by the majority decision (or in the case of a special resolution by a majority of not less than 75%) of members present in person or by proxy. 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. |
| | (6) | | The chair of the meeting may permit other persons who are not members of the Trust (or otherwise entitled to exercise the rights of members in relation to general meetings) to attend and speak at a general meeting. |
| Content of proxy notices | | | |
| 22 | (1) | | Proxies may only validly be appointed by a notice in writing (a "proxy notice") which— |
| | | (a) | states the name and address of the member appointing the proxy; |
| | | (b) | identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed; |
| | | (c) | is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and |

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| | | (d) | 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. |
| | (2) | | The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. |
| | (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. |
| | (4) | | Unless a proxy notice indicates otherwise, it must be treated as— |
| | | (a) | allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and |
| | | (b) | appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself. |
| Delivery of proxy notices | | | |
| 22A | (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. |
| | (2) | | 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. |
| | (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. |
| | (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. |
| Written resolutions | | | |
| 23 | (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: |
| | | (a) | a copy of the proposed resolution has been sent to every |

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| | | <p>(b) eligible member;</p> <p>(c) 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</p> <p>it is contained in an authenticated document which has been received at the registered office, or electronically to an electronic address specified by the Trust within the period of 28 days beginning with the circulation date.</p> |
| | (2) | A resolution in writing may comprise several copies to which one or more members have signified their agreement. |
| | (3) | In the case of a member that is an organisation, its authorised representative may signify its agreement. |
| Votes of members | | |
| 24 | | Subject to article 11, every member, whether an individual or an organisation, and each proxy present who has been duly appointed by one or more persons entitled to vote on the resolution, shall have one vote, except that no member shall be entitled to vote at any general meeting unless all monies presently payable by him, her or it to the Trust have been paid. |
| 25 | | 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. |
| 26 | (1) | <p>Subject to Article 11(3), members shall have the following voting rights at a general meeting and in respect of resolutions passed by written resolution pursuant to Article 23:</p> <p>(a) Individual - 1 vote per membership</p> <p>(b) Joint - 2 votes per membership with one vote per person</p> <p>(c) Family - one vote per adult</p> <p>(d) Life - 1 vote per membership</p> <p>(e) Joint Life - 2 votes per membership with one vote per person</p> <p>(f) Affiliated and Corporate - 1 vote per membership</p> |
| Directors | | |
| 27 | (1) | A Director must be a natural person aged 18 years or older. |
| | (2) | No one may be appointed a director if he or she would be disqualified from acting under the provisions of article 39. |

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| | (3) | | A Director shall be a member of the Trust or if they are not when joining the Council of the Trust shall join within three months. |
| 28 | | | The number of directors shall not be less than seven or more than fifteen (unless otherwise determined by ordinary resolution). |
| 29 | | | A director may not appoint an alternate director or anyone to act on his or her behalf at meetings of the directors. |
| Powers of directors | | | |
| 31 | (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. |
| | (2) | | No alteration of the articles or any special resolution shall have retrospective effect to invalidate any prior act of the directors. |
| | (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. |
| Retirement of directors | | | |
| 32 | | | 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, must retire from office. If there is only one director, he or she must retire. |
| 33 | (1) | | 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. |
| | (2) | | 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, subject to Article 14(2). |
| | (3) | | No director 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. |
| Appointment of directors | | | |
| 34 | | | The Trust may by ordinary resolution: |

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| | (1) (2) | | appoint a person who is willing to act to be a director; and determine the rotation in which any additional directors are to retire. |
| 35 | (1) (2) | (a) (b) (c) (d) | No person other than a director retiring by rotation may be appointed a director at any general meeting unless: he or she is recommended for re-election by the directors; or not less than ninety clear days before the date of the meeting, the Trust is given a notice that: (a) is signed by ten members entitled to vote at the meeting (in addition to the member being nominated); (b) states those members' intention to propose the appointment of a specified member as a director; (c) contains the details that, if the person were to be appointed, the Trust would have to file at Companies House; and (d) is signed by the person who is to be proposed to show his or her willingness to be appointed. |
| 36 | | | 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. |
| 37 | (1) | | The directors may appoint a person who is willing to act to be a director. |
| | (2) | | 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. |
| 38 | | | 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. |
| Disqualification and removal of directors | | | |
| 39 | (1) (2) (3) | | A director shall cease to hold office if he or she: (1) ceases to be a director by virtue of any provision in the Companies Acts or is prohibited by law from being a director; (2) is disqualified from acting as a trustee by virtue of sections 178 and 179 of the Charities Act 2011 (or any statutory re-enactment or modification of those provisions); (3) ceases to be a member of the Trust; |

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| | (4) | | in the written opinion, given to the Trust, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than three months; |
| | (5) | | 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); |
| | (6) | | 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 |
| | (7) | | at a meeting of the directors at which at least two-thirds of the directors are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 clear days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the directors. |
| Remuneration of directors | | | |
| 40 | | | The directors must not be paid any remuneration unless it is authorised by article 7. |
| Proceedings of directors | | | |
| 41 | (1) | | The directors may regulate their proceedings as they think fit, subject to the provisions of the articles. |
| | (2) | | Any director may call a meeting of the directors. |
| | (3) | | The secretary (if any) must call a meeting of the directors if requested to do so by a director. |
| | (4) | | Questions arising at a meeting shall be decided by a majority of the votes. |
| | (5) | | In the case of an equality of votes, the person who is chairing the meeting shall have second or casting vote. |
| | (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. |
| 42 | (1) | | 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. |

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| | (2) | | The quorum shall be five of the directors, or such larger number as may be decided from time to time by the directors. |
| | (3) | | A director shall not be counted in the quorum present when a decision is made upon which that director is not entitled to vote. |
| 43 | | | 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. |
| 44 | (1) | | The directors shall appoint a director as Chair of the Council and may at any time revoke such appointment. The appointment shall last for up to one year commencing at the Council Meeting immediately following the Annual General Meeting but may then be renewed subject to article 33(3). |
| | (2) | | If the Chair is unwilling or unable 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. |
| | (3) | | The directors may appoint a director as Treasurer and a director as Secretary to act on their behalf and may at any time revoke such appointments. The appointments shall last for up to one year commencing at the Council Meeting immediately following the Annual General Meeting but may then be renewed subject to article 33(3). |
| | (4) | | The directors may appoint and remove any individuals as the President and Vice President of the Trust on such terms as they shall think fit. For the avoidance of doubt, the President and Vice President shall not be directors of the Trust. The President and Vice President (if not members) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the charity and shall also have the right to receive accounts of the charity when available to members. |
| 45 | (1) | | A resolution in writing or in electronic form agreed by all of the directors entitled to receive notice of a meeting 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 duly convened and held. |
| | (2) | | 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. |
| Delegation | | | |
| 46 | (1) | | The directors may delegate the day to day management of the Trust to a chief executive or other manager or managers, subject to the following conditions: |

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| | | <p>(a) the delegated power shall be to manage the Trust by implementing the policy and strategy adopted by and within a budget approved by the directors and (if applicable) to advise the directors in relation to such policy, strategy and budget;</p> <p>(b) the directors shall provide any manager with a description of his or her role and the extent of his or her authority; and</p> <p>(c) any manager must report regularly to the directors on the activities undertaken in managing the Trust and provide them regularly with management accounts which are sufficient to explain the financial position of the Trust.</p> |
| | (2) | The directors may delegate any of their powers or functions to a committee of two or more directors, but the terms of any delegation must be recorded in the minute book. |
| | (3) | <p>The directors may impose conditions when delegating, including the conditions that:</p> <p>(a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;</p> <p>(b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the directors.</p> |
| | (4) | The directors may revoke or alter a delegation. |
| | (5) | All acts and proceedings of any committees must be fully and promptly reported to the directors. |
| | (6) | The members of the Council may form consultative advisory committees comprising members of the Council and others having relevant expertise. |
| Delegation of investment management | | |
| 47 | (1) | <p>The directors may delegate the management of investments to a Financial Expert or Financial Experts provided that:</p> <p>(a) the investment policy is set down in writing for the Financial Expert or Financial Experts by the directors;</p> <p>(b) timely reports of all transactions are provided to the directors;</p> <p>(c) the performance of the investments is reviewed regularly with the directors;</p> <p>(d) the directors are entitled to cancel the delegation arrangement at any time;</p> <p>(e) the investment policy and the delegation arrangements are reviewed regularly;</p> <p>(f) all payments due to the Financial Expert or Financial Experts</p> |

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| | | (g) | are on a scale or at a level which is agreed in advance; and the Financial Expert or Financial Experts must not do anything outside the powers of the directors. |
| Validity of directors' decisions | | | |
| 48 | (1) | | Subject to article 48(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: (a) who was disqualified from holding office; (b) who had previously retired or who had been obliged by the constitution to vacate office; (c) who was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise; if without: (d) the vote of that director; and (e) that director being counted in the quorum; the decision has been made by a majority of the directors at a quorate meeting. |
| | (2) | | Article 48(1) does not permit a director or a connected person to keep any benefit that may be conferred upon him or her by a resolution of the directors or of a committee of directors if, but for article 48(1), the resolution would have been void, or if the director has not complied with article 8. |
| Seal | | | |
| 49 | | | 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. |
| Minutes | | | |
| 50 | (1) (2) (3) | (a) | The directors must keep minutes of all: appointments of officers made by the directors; proceedings at meetings of the Trust; meetings of the directors and committees of directors including: the names of the directors present at the meeting; |

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| | | (b) | the decisions made at the meetings; and |
| | | (c) | where appropriate the reasons for the decisions. |
| Accounts | | | |
| 51 | (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. |
| | (2) | | The directors must keep accounting records as required by the Companies Acts. |
| Annual Report and Return and Register of Charities | | | |
| 52 | (1) | | The directors must comply with the requirements of the Charities Act 2011 with regard to the: |
| | | (a) | transmission of a copy of the statements of account to the Commission; |
| | | (b) | preparation of an Annual Report and the transmission of a copy of it to the Commission; |
| | | (c) | preparation of an Annual Return and its transmission to the Commission. |
| | (2) | | The directors must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities. |
| Means of communication to be used | | | |
| 53 | (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. |
| | (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. |
| 54 | | | Any notice to be given to or by any person pursuant to the articles: |
| | (1) | | must be given in writing; or |
| | (2) | | must be given in electronic form. |

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| 55 | (1) | | <p>The Trust may give any notice to a member either:</p> <p>(a) personally; or</p> <p>(b) by sending it by post in a prepaid envelope addressed to the member at his or her address; or</p> <p>(c) by leaving it at the address of the member; or</p> <p>(d) by giving it in electronic form to the member's address.</p> <p>(e) by placing the notice on a website and providing the person with a notification in writing or in electronic form of the presence of the notice on the website. The notification must state that it concerns a notice of a company meeting and must specify the place date and time of the meeting.</p> |
| | (2) | | <p>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.</p> |
| 56 | | | <p>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.</p> |
| 57 | (1) | | <p>Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.</p> |
| | (2) | | <p>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.</p> |
| | (3) | | <p>In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:</p> <p>(a) 48 hours after the envelope containing it was posted; or</p> <p>(b) in the case of electronic form of communication, 48 hours after it was sent.</p> |
| Indemnity | | | |
| 58 | (1) | | <p>The Trust shall indemnify any relevant director or other officer of the Trust against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Companies Act 2006.</p> |
| | (2) | | <p>In this article a 'relevant director' means any director or former director of the Trust.</p> |
| Rules | | | |

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| 59 | (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. |
| | (2) | <p>(a) the admission of members of the Trust (including the admission of organisations to membership) and the right and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;</p> <p>(b) the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;</p> <p>(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;</p> <p>(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 including regulations regarding remote attendance at meetings;</p> <p>(e) generally, all such matters as are commonly the subject matter of company rules.</p> | The bye laws may regulate the following matters but are not restricted to them: |
| | (3) | | The Trust in general meeting has the power to alter, add to or repeal the rules or bye laws. |
| | (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. |
| | (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. |
| Disputes | | | |
| 60 | | | If a dispute arises between members of the charity about the validity or propriety of anything done by the members of the charity under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation. |
| Dissolution | | | |
| 61 | (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 |

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| | | <p>dissolution of the Trust be applied or transferred in any of the following ways:</p> <p>(a) to the Royal Society of Wildlife Trusts (Registered Charity 207238) who shall apply any net assets in accordance with the Trust's Objects; or</p> <p>(b) directly for the Objects;</p> <p>(c) by transfer to any charity or charities for purposes similar to the Objects; or</p> <p>(d) to any charity or charities for use for particular purposes that fall within the Objects.</p> |
| | (2) | <p>Subject to any such resolution of the members of the Trust, the directors of the charity 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 or before dissolution of the Trust be applied or transferred in any of the following ways:</p> <p>(a) to the Royal Society of Wildlife Trusts (Registered Charity 207238) who shall apply any net assets in accordance with the Trust's objects; or</p> <p>(b) directly for the Objects; or</p> <p>(c) by transfer to any charity or charities for purposes similar to the Objects; or</p> <p>(d) to any charity or charities for use for particular purposes that fall within the Objects.</p> |
| | (3) | <p>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 charity and if no resolution in accordance with article 61(1) 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 or the Commission.</p> |
| Interpretation | | |
| 62 | <p>(1)</p> <p>(2)</p> <p>(3)</p> | <p>In article 7, sub-clause (2) of article 9 and sub-clause (2) of article 48 'connected person' means:</p> <p>a child, parent, grandchild, grandparent, brother or sister of the director;</p> <p>the spouse or civil partner of the director or of any person falling within sub-clause (1) above;</p> <p>a person carrying on business in partnership with the director or with any person falling within sub-clause (1) or (2) above;</p> |

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| | <p>(4)</p> <p>(a) by the director or any connected person falling within sub-clause (1), (2), or (3) above; or</p> <p>(b) by two or more persons falling within sub-clause 4(a), when taken together</p> <p>(5)</p> <p>(a) the director or any connected person falling within subclauses (1) to (3) has a substantial interest; or</p> <p>(b) two or more persons falling within sub-clause (5)(a) who, when taken together, have a substantial interest.</p> <p>(c) Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this article.</p> | |
| 63 | | The relevant model articles for a company limited by guarantee are hereby expressly excluded. |