

**GWENT WILDLIFE TRUST**

**COMPANY NOT HAVING A SHARE CAPITAL**

**Articles of Association for a Charitable Company**

Company Number: 00812535

Charity Number: 242619

## **CONTENTS**

<b>ARTICLE</b>	<b>PAGE</b>
1. INTERPRETATION	1
2. OBJECTS	2
3. RELATIONSHIP WITH THE ROYAL SOCIETY OF WILDLIFE TRUSTS	3
4. POWERS	3
5. APPLICATION OF INCOME AND PROPERTY	4
6. BENEFITS AND PAYMENTS TO TRUSTEES AND CONNECTED PERSONS	5
7. DECLARATION OF TRUSTEES' INTERESTS	6
8. CONFLICTS OF INTERESTS AND CONFLICTS OF LOYALTIES	6
<b>PART 2 – MEMBERS</b>	<b>6</b>
9. MEMBERS	6
10. LIABILITY OF MEMBERS	7
11. CLASSES OF MEMBERSHIP	7
12. TERMINATION OF MEMBERSHIP	7
13. GENERAL MEETINGS	8
14. NOTICE OF GENERAL MEETINGS	8
15. PROCEEDINGS AT GENERAL MEETINGS	8
16. CONTENT OF PROXY NOTICES	10
17. DELIVERY OF PROXY NOTICES	11
18. WRITTEN RESOLUTIONS	11
19. VOTES OF MEMBERS	11
<b>PART 3 – TRUSTEES</b>	<b>12</b>
20. TRUSTEES	12
21. POWERS OF TRUSTEES	12
22. APPOINTMENT OF TRUSTEES	12
23. RE-ELECTION OF TRUSTEES	13
24. DISQUALIFICATION AND REMOVAL OF TRUSTEES	13
25. REMUNERATION OF TRUSTEES	14
26. PROCEEDINGS OF TRUSTEES	14
27. DELEGATION	15
28. VALIDITY OF TRUSTEES' DECISIONS	15
<b>PART 4 – ADMINISTRATIVE ARRANGEMENTS</b>	<b>16</b>
29. SEAL	16
30. MINUTES	16
31. ACCOUNTS	16

<b>32.</b>	<b>ANNUAL REPORT AND RETURN AND REGISTER OF CHARITIES</b>	<b>16</b>
<b>33.</b>	<b>MEANS OF COMMUNICATION TO BE USED</b>	<b>17</b>
<b>34.</b>	<b>INDEMNITY</b>	<b>18</b>
<b>35.</b>	<b>RULES</b>	<b>18</b>
<b>36.</b>	<b>DISPUTES</b>	<b>18</b>
<b>37.</b>	<b>DISSOLUTION</b>	<b>18</b>

## ARTICLES OF ASSOCIATION OF GWENT WILDLIFE TRUST

The company's name is Gwent Wildlife Trust (and in this document it is called the "**Trust**").

### 1. INTERPRETATION

#### 1.1 In the Articles:

**"Address"** means a postal address or, for the purposes of electronic communication, an e-mail (or any other electronic information sharing account held by an individual) or a telephone number for receiving text messages in each case registered with the Trust;

**"Articles"** means the Trust's articles of association;

**"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;

**"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;

**"Connected Person"** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Trustee;
- (b) the spouse or civil partner of the Trustee or of any person falling within Article (a) above;
- (c) a person carrying on business in partnership with the Trustee or with any person falling within Article (a) or (b) above;
- (d) an institution which is controlled:
  - (i) by the Trustee or any connected person falling within Article (a), (b), or (c) above; or
  - (ii) by two or more persons falling within Article (d)(i), when taken together
- (e) a body corporate in which:
  - (i) the Trustee or any connected person falling within Articles (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within Article (e)(i) who, when taken together, have a substantial interest.

Sections 350 – 352 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this Article.

**"Document"** includes, unless otherwise specified, any document sent or supplied in Electronic Form;

**"Electronic Form"** has the meaning given in section 1168 of the Companies Act 2006;

**"Members"** means such persons, paying an annual, quarterly or monthly subscription and having consented to all rights, obligations and liabilities set out in these Articles, who are admitted to membership of the Trust as a company law member pursuant to the Companies Acts (the **"Membership"**) and recorded in the Register of Members of the Trust.

**"Memorandum"** means the Trust's memorandum of association;

**"Officers"** includes the Trustees and the Secretary (if any);

**"Seal"** means the common seal of the Trust if it has one;

**"Secretary"** means any person appointed to perform the duties of the Secretary of the Trust;

**"Special Resolution"** means a decision made by Members requiring a significantly larger majority (at least 75%) than an ordinary resolution (simple majority). It is used for important matters like changes to the company's articles of association, changes to the company name, changes to the rights/status of members or winding up the company.

**"Trustees"** means the Trustees of the Trust. The Trustees are charity trustees as defined by section 177 of the Charities Act 2011;

**"United Kingdom"** means Great Britain and Northern Ireland.

1.2 In the Articles:

- (a) words importing one gender shall include all genders, and the singular includes the plural and vice versa; and
- (b) general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples and, accordingly, "including" shall be construed as a reference to "including without limitation".

1.3 Unless the context otherwise requires words or expressions contained in the 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.

1.4 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.

2. **OBJECTS**

2.1 The Trust's objects (**"Objects"**) for which the Charity is established are for the benefit of the public:

- a) To advance, promote and further the conservation, maintenance, restoration and protection of:
  - (i) wildlife, their habitats and ecosystems
  - (ii) places of zoological, botanical, geological, ecological or scientific interest or of natural beauty or landscape value
- b) To advance the education of the public in relation to all aspects of a) above.
- c) To promote research and the dissemination of information in relation to all aspects of a) above.

2.2 Nothing in the Articles shall authorise an application of the property of the Trust for purposes which are not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom.

2.3 This Article may be amended by special resolution, but where the amendment would alter the charitable purposes of the Trust, only with the prior written consent of the Commission

### 3. Relationship with the Royal Society of Wildlife Trusts

The Trust shall have regard to any memorandum of co-operation, guideline, code of conduct or collective strategy agreed with the Royal Society of Wildlife Trusts (charity number 207238) relating to the collective responsibility and co-operation of the Wildlife Trusts as a whole. Nothing in the Articles shall be interpreted as a contravention of the Royal Society of Wildlife Trusts' Royal Charter.

### 4. Powers

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

- (a) to establish, purchase, form, own, maintain and improve sanctuaries, nature reserves and other facilities;
- (b) to promote, organise, carry out, support and participate in educational programmes, excursions, rambles, tours, lectures, meetings, study day courses, conferences, seminars and other educational events;
- (c) to facilitate and manage the collection and use of biological records and other data relating to the natural world;
- (d) to embrace collaborative multi-stakeholder approaches to address common causes and achieve greater impact by co-operating with other charitable and non-charitable organisations (including other Wildlife Trusts), voluntary bodies, businesses and statutory authorities and exchanging information and advice with them;
- (e) to develop and to advise on the design and management of places and liaise with voluntary and statutory bodies and individuals involved;
- (f) to carry out campaigning and advocacy, provided that the Trustees are satisfied that any proposed campaigning and advocacy will further the Objects to an extent justified by the resources committed and that such activity is not the dominant means by which the Trust promotes the Objects;
- (g) to raise funds (for example by establishing or providing shops, consultancy services or land management services). In doing so, the Trust must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- (h) to make grants and donations;
- (i) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (j) to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust. In exercising this power, the Trust must comply as appropriate with sections 117 and 122 of the Charities Act 2011.

- (k) 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;
- (l) to establish or support any charitable trusts, associations, institutions or companies formed for any of the charitable purposes included in the Objects, or to raise money for the Trust to use in pursuit of its Objects;
- (m) to provide advice or information and to publish and distribute papers, leaflets, books, pamphlets, journals, films, tapes and any other instructional material on any non-electronic or electronic media;
- (n) to acquire, merge with or to enter into any partnership or joint venture arrangement with any charitable trusts, associations, institutions or companies;
- (o) to set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves;
- (p) to employ and remunerate such staff as are necessary for carrying out the work of the Trust. The Trust may employ or remunerate a Trustee only to the extent it is permitted to do so by Article 6 and provided it complies with the conditions in that Article;
- (q) to:
  - (i) deposit or invest funds;
  - (ii) employ a professional fund-manager; and
  - (iii) arrange for the investments or other property of the Trust to be held in the name of a nominee;

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;
- (r) to provide indemnity insurance for the Trustees in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011; and
- (s) to pay out of the funds of the Trust the costs of forming and registering the Trust both as a company and as a Trust.

## 5. Application of income and property

- 5.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects.
- 5.2
  - (a) A Trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by them when acting on behalf of the Trust.
  - (b) A Trustee 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 Trustee may receive an indemnity from the Trust in the circumstances specified in Article 34.

- (d) A Trustee may not receive any other benefit or payment unless it is authorised by Article 6.

5.3 Subject to Article 6, 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 Trustee receiving:

- (a) a benefit from the Trust in the capacity of a beneficiary of the Trust;
- (b) reasonable and proper remuneration for any goods or services supplied to the Trust.

5.4 This Article may be amended by special resolution but, where the alteration would provide authorisation for any benefit to be obtained by Trustees or Members of the Trust or Connected Persons, only with the prior written consent of the Commission.

## 6. Benefits and payments to Trustees and connected persons

### 6.1 General provisions

No Trustee 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 (for the avoidance of doubt, this does not include where a Trustee or Connected Person gifts 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;

unless the payment is permitted by Article 6.2 of this Article or authorised by the court or the prior written consent of the Commission has been obtained.

In this Article, a "**financial benefit**" means a benefit, direct or indirect, which is either money or has a monetary value.

### 6.2 Scope and powers permitting Trustees' or Connected Persons' benefits

- (a) A Trustee or Connected Person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that it is available generally to the beneficiaries of the Trust.
- (b) A Trustee or Connected Person may enter into a contract for the supply of goods and/or 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) A Trustee 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).
- (d) A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the Trust. The amount of the rent and the other terms of the lease must be reasonable and proper. The Trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.



- (e) A Trustee 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.
- 6.3 In Article 6.2 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
- has the right to appoint one or more Trustees to the board of the company.
- 6.4 This Article may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.
7. Declaration of Trustees' interests
- A Trustee 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 Trustee must absent themselves from any discussions of the Trustees 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).
8. Conflicts of interests and conflicts of loyalties
- 8.1 If a conflict of interests arises for a Trustee 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 Trustees may authorise such a conflict of interests where the following conditions apply:
- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
  - (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and
  - (c) the unconflicted Trustees consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.
- 8.2 In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a Connected Person.

## **PART 2 – MEMBERS**

9. Members
- 9.1 The subscribers to the Memorandum are the first Members of the Trust.
- 9.2 Membership is open to other individuals or organisations who:
- (a) apply to the Trust in the form required by the Trustees; or
  - (b) are approved by the Trustees.
- 9.3 Membership is not transferable.

- 9.4 The Trustees must keep a register of names and Addresses of the Members.
10. Liability of Members
- 10.1 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 Trust in the event of its being wound up while they are a Member or within one year after they cease to be a Member, for:
- (a) payment of the Trust's debts and liabilities incurred before they cease to be a Member;
  - (b) payment of the costs, charges and expenses of winding up; and
  - (c) adjustment of the rights of the contributories among themselves.
11. Classes of Membership
- 11.1 The Trustees may establish classes of Membership with different rights and obligations and shall record the rights and obligations in the Register of Members.
- 11.2 The Trustees may not directly or indirectly alter the rights or obligations attached to a class of Membership.
- 11.3 The rights attached to a class of Membership may only be varied if:
- (a) three-quarters of the Members of that class consent in writing to the variation; or
  - (b) a special resolution is passed at a separate general meeting of the Members of that class agreeing to the variation.
- 11.4 The provisions in the Articles about general meetings shall apply to any meeting relating to the variation of the rights of any class of Members.
- 11.5 The Trustees may establish one or more categories of supporters of the Trust who are not Members and who shall therefore have no right to attend or vote at general meetings of the Trust. The Trustees may set out the rights and obligations of such supporters.
12. Termination of Membership
- Membership is terminated if:
- (a) the Member dies or, if it is an organisation, ceases to exist;
  - (b) the Member resigns by written notice to the Trust unless, after the resignation, there would be fewer than two Members;
  - (c) any sum due from the Member to the Trust is not paid in full within three months of it falling due unless the Trustees determine (in all the circumstances as to which their decision shall be conclusive) to defer or waive payment of the subscription payable by any Member or prospective Member on such terms and for such period as they may determine;
  - (d) the Member is removed from Membership by a resolution of the Trustees that it is in the best interests of the Trust that their Membership is terminated. A resolution to remove a Member from Membership may only be passed if:

- (i) the Member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
- (ii) the Member or, at the option of the Member, the Member's representative (who need not be a Member of the Trust) has been allowed to make representations to the meeting.

### 13. General meetings

- 13.1 The Trust must hold its first annual general meeting within eighteen months after the date of its incorporation.
- 13.2 An annual general meeting must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 13.3 The Trustees may call a general meeting at any time.
- 13.4 General meetings may be held in person or electronically.
- 13.5 Members may attend general meetings in person or electronically. General meetings where certain Members attend in person, and other Members attend electronically, are permitted.

### 14. Notice of general meetings

- 14.1 The minimum period of notice required to hold any general meeting of the Trust is normally a maximum of 28 days but can be extended up to 42 days where agreed by a resolution by the majority of trustees.
- 14.2 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 per cent of the total voting rights.
- 14.3 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 16.
- 14.4 The notice must be given to all the Members and to the Trustees and auditors, and may be given electronically.
- 14.5 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.

### 15. Proceedings at general meetings

- 15.1 No business shall be transacted at any general meeting unless a quorum is present.
- 15.2 A quorum is:
  - (a) Twenty Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting; or
  - (b) 0.5% of the total Household Membership at the time,
 whichever is the greater.

- 15.3 The authorised representative of a Member organisation shall be counted in the quorum.
- 15.4 If:
- (a) a quorum is not present within half an hour from the time appointed for the meeting; or
  - (b) during a meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 15.5 The Trustees 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.
- 15.6 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 that time shall constitute the quorum for that meeting.
- 15.7 General meetings shall be chaired by the Chair person or Vice Chair person (or if these posts are vacant or unavailable, by some other Trustee elected by the Trustees).
- 15.8 If there is no such person or they are not present within fifteen minutes of the time appointed for the meeting a Trustee nominated by the Trustees shall chair the meeting.
- 15.9 If there is only one Trustee present and willing to act, they shall chair the meeting.
- 15.10 If no Trustee is present and 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.
- 15.11 The Members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 15.12 The person who is chairing the meeting must decide the date, time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 15.13 No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 15.14 If a meeting is adjourned by a resolution of the Members for more than seven days, at least seven Clear Days' notice shall be given of the reconvened meeting stating the date, time and place of the meeting.
- 15.15 Any vote at a meeting shall be decided by a show of hands (including an electronic show of hands) unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- (a) by the person chairing the meeting; or
  - (b) by at least three 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.
- 15.16 (a) The declaration by 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.
- 15.17 (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 demand was made.
- 15.18 (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.
- 15.19 (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 sixty 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 a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
16. Content of proxy notices
- 16.1 In the Articles **"Proxy"** means an individual authorised to cast a Member's vote. Any Member entitled to attend and vote at a company meeting is entitled to appoint a Proxy to attend and vote instead of them.
- 16.2 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 Trustees may determine; and
  - (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.
- 16.3 The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 16.4 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.
- 16.5 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.
- 17. Delivery of proxy notices
  - 17.1 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.
  - 17.2 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.
  - 17.3 A notice revoking a Proxy appointment only takes effect if it is delivered before seven days prior to the start of the meeting or adjourned meeting to which it relates.
  - 17.4 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.
- 18. Written resolutions
  - 18.1 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 eligible Member;
    - (b) a simple majority (or in the case of a special resolution a majority of not less than 75%) of Members has signified its agreement to the resolution; and
    - (c) it is contained in an authenticated Document which has been received at the registered office within the period of 28 days beginning with the circulation date.
  - 18.2 A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
  - 18.3 In the case of a Member that is an organisation, its authorised representative may signify its agreement.
- 19. Votes of Members
  - 19.1 Subject to Article 11, every Member, whether an individual or an organisation, shall have one vote. Each vote may be cast in person, by proxy, electronically or in advance of the meeting electronically in accordance with Article 19.2.
  - 19.2 Votes cast on a resolution electronically using the Trust's software of choice or otherwise in advance of the general meeting to which they relate shall be counted, provided that they are received by the Trust from the date on which the notice of the general meeting was sent to all Members until 48 hours before the start of the general meeting to which they relate. Votes received after 48 hours before the start of the general meeting shall not be counted.

- 19.3 If there is an equality of votes (including non-electronically and electronically), whether on a show of hands or on a poll, the Chair shall have a casting vote in addition to any other vote they may have.
- 19.4 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.
- 19.5 Any organisation that is a Member of the Trust may nominate any person to act as its representative at any meeting of the Trust.
- 19.6 The organisation must give written notice to the Trust of the name of its representative. The representative shall not be entitled to represent the organisation at any meeting unless the notice has been received by the Trust. The representative may continue to represent the organisation until written notice to the contrary is received by the Trust.
- 19.7 Any notice given to the Trust will be conclusive evidence that the representative is entitled to represent the organisation or that their authority has been revoked. The Trust shall not be required to consider whether the representative has been properly appointed by the organisation.

### **PART 3 – TRUSTEES**

#### **20. Trustees**

- 20.1 A Trustee must be a natural person aged 18 years or older.

A Trustee may not act as a Trustee until they have expressly acknowledged in whatever way the Trustees decide, their acceptance of the office of Trustee and confirmation that they meet the eligibility criteria and are not subject to automatic disqualification of their trusteeship under Article 24.

- 20.2 The minimum number of Trustees shall be five but (unless otherwise determined by ordinary resolution) shall not be subject to any maximum.
- 20.3 The first Trustees shall be those persons notified to Companies House as the first Trustees of the Trust.
- 20.4 A Trustee may not appoint an alternate Trustee or anyone to act on their behalf at meetings of the Trustees.

#### **21. Powers of Trustees**

- 21.1 The Trustees 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.
- 21.2 No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 21.3 Any meeting of Trustees at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

#### **22. Appointment of Trustees**

- 22.1 The Trust may by ordinary resolution appoint a Member who is willing to act to be a Trustee.
- 22.2 Subject to Article 23, no person may be appointed a Trustee at any general meeting unless they are recommended for election or re-election by the Trustees.

All Members who are entitled to receive notice of a general meeting must be given not less than fourteen nor more than twenty-eight Clear Days' notice of any resolution to be put to the meeting to appoint a Trustee.

22.3 The Trustees may appoint a person who is willing to act to be a Trustee.

22.4 A Trustee appointed by a resolution of the other Trustees must retire at the next annual general meeting.

22.5 The appointment of a Trustee, whether by the Trust in general meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

23. Re-election of Trustees

23.1 Each Trustee elected by the Members at an annual general meeting shall hold office for an initial term of three years (the “**Initial Term**”) unless they are removed from office earlier in accordance with the Articles. For the avoidance of doubt, persons standing for election as Trustees are not eligible to vote on their own proposed elections in their capacities as Members at an annual general meeting.

23.2 Subject to 23.3 (and without counting the period for which a Trustee may have been appointed by resolution of the Trustees until the next annual general meeting in accordance with Article 22.4 and 22.5), after the expiry of their Initial Term Trustees shall be eligible to stand for re-election for two further terms of three years subject to their nominations for re-election being put by the Trustees to the Members at an annual general meeting. For the avoidance of doubt, Trustees whose Initial Term is due to expire are not eligible to vote upon their own proposed re-elections in their capacities as Members at the annual general meeting.

23.3 The Trustees may, in circumstances which they consider to be exceptional, permit one or more of the Trustees to be appointed by members to serve one more additional consecutive term of office of no more than twelve months (provided that any such further appointment may only take effect with the consent of at least 75% of the other Trustees). Except that in the case of a Trustee who is the chair or treasurer and has served three consecutive terms they may serve a fourth consecutive term without ceasing to hold office as a Trustee for the period of one year, if duly elected. The chair or treasurer shall not be eligible for re-election for a fifth term until they have ceased to hold office as a Trustee for a period of one year.

24. Disqualification and removal of Trustees

24.1 A Trustee shall cease to hold office if they:

- (a) cease to be a Trustee by virtue of any provision in the Companies Acts or are prohibited by law from being a Trustee;
- (b) are 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);
- (c) cease to be a Member of the Trust;
- (d) are, in the reasonable opinion of a majority of the other Trustees, incapable, whether mentally or physically, of managing their own affairs and are removed by a resolution of the majority of the other Trustees;



- (e) resign as a Trustee by notice to the Trust (but only if at least five Trustees will remain in office when the notice of resignation is to take effect);
  - (f) are absent without the permission of the Trustees from all their meetings held within a period of six consecutive months and the Trustees resolve that their office be vacated; or
  - (g) are removed by a resolution passed by a majority of the other Trustees where the other Trustees reasonably believe their removal as a Trustee is in the best interests of the Trust or where they are deemed to be in breach of the Trustee Code of Conduct;
  - (h) are dismissed by an ordinary resolution of Members voting in the best interests of the Trust.
- 24.2 Before passing any resolution under Article 24.1(d), 24.1(f) or 24.1(g) the other Trustees shall first invite the view of the Trustee concerned and have considered the matter in light of any such views.
25. Remuneration of Trustees
- The Trustees must not be paid any remuneration unless it is authorised by Article 6.
26. Proceedings of Trustees
- 26.1 The Trustees may regulate their proceedings as they think fit, subject to the provisions of the Articles.
- 26.2 The Trustees must hold at least three meetings each year.
- 26.3 Any Trustee may call a meeting of the Trustees.
- 26.4 The Secretary (if any) must call a meeting of the Trustees if requested to do so by a Trustee.
- 26.5 Notice of a meeting of the Trustees may be given to a Trustee personally or by word of mouth or sent in writing to them at their last known postal or email address or any other postal or email address given to them to the Trust for this purpose.
- 26.6 Except where there are matters demanding urgent consideration, each Trustee must be given 14 days' notice of each meeting of the Trustees.
- 26.7 Questions arising at a meeting shall be decided by a majority of votes (cast non-electronically or electronically). In the case of an equality of votes, the person who is chairing the meeting shall have a second or casting vote.
- 26.8 A meeting may be held by suitable electronic means agreed by the Trustees in which each participant may communicate with all the other participants.
- 26.9 No decision may be made by a meeting of the Trustees 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 Trustees in which a participant or participants may communicate with all the other participants.
- 26.10 The quorum shall be five or more of Trustees, or such larger number as may be decided from time to time by the Trustees.
- 26.11 A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.

- 26.12 If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting.
- 26.13 The Trustees shall appoint a Trustee to chair their meetings and may at any time revoke such appointment.
- 26.14 If no-one has been appointed to chair meetings of the Trustees or if the person appointed is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting.
- 26.15 The person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by the Articles or delegated to them by the Trustees.
- 26.16 A resolution in writing or in Electronic Form agreed by all of the Trustees entitled to receive notice of a meeting of the Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly convened and held.
- 26.17 The 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.
27. Delegation
- 27.1 The Trustees may delegate any of their powers or functions, including the day-to-day management of the affairs of the Trust in accordance with the Trustee's directions to any person, by such means, to such an extent, in relation to such matters and on such terms and conditions as they think fit, but the terms of any delegation must be recorded in the minutes.
- 27.2 The Trustees may appoint a chair, treasurer or any other appropriate officer of the Trust. At the first meeting of the Trustees following the annual general meeting the Trustees shall appoint from amongst their number a chair, vice-chair, treasurer and chair of any sub-committees for the year.
- 27.3 The Trustees may delegate in writing any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee, all proceedings of committees must be reported promptly to the Trustees and the delegation may be revoked at any time.
- 27.4 The Trustees may impose conditions when delegating, including the conditions that:
- (a) the relevant powers are to be exercised exclusively by the delegate(s) to whom they delegate;
  - (b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the Trustees.
- 27.5 The Trustees may revoke or alter a delegation.
- 27.6 All acts and proceedings of any delegate(s) must be fully and promptly reported to the Trustees.
28. Validity of Trustees' decisions
- 28.1 Subject to Article 28.2, all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

- (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 Trustee; and
- (e) that Trustee being counted in the quorum;

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

- 28.2 Article 28.1 does not permit a Trustee or a Connected Person to keep any benefit that may be conferred upon them by a resolution of the Trustees or of a committee of Trustees if, but for Article 28.1, the resolution would have been void, or if the Trustee has not complied with Article 7.

#### **PART 4 – ADMINISTRATIVE ARRANGEMENTS**

#### **29. Seal**

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

#### **30. Minutes**

The Trustees must keep minutes of all:

- 30.1 appointments of Officers made by the Trustees;
- 30.2 proceedings at meetings of the Trust;
- 30.3 meetings of the Trustees and committees of Trustees including:
  - (a) the names of the Trustees present at the meeting;
  - (b) the decisions made at the meetings; and
  - (c) where appropriate the reasons for the decisions.

#### **31. Accounts**

- 31.1 The Trustees 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.

- 31.2 The Trustees must keep accounting records as required by the Companies Act.

#### **32. Annual Report and Return and Register of Charities**

- 32.1 The Trustees 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.
- 32.2 The Trustees must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.
- 33. Means of communication to be used
- 33.1 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.
- 33.2 Any notice to be given to or by any person pursuant to the Articles:
  - (a) must be in writing; or
  - (b) must be given in Electronic Form.
- 33.3 The Trust may give any notice to a Member either:
  - (a) personally; or
  - (b) by sending it by post in a prepaid envelope addressed to the Member at their Address; or
  - (c) by leaving it at the Address of the Member; or
  - (d) by giving it in Electronic Form to the Member's Address.
  - (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.
- 33.4 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.
- 33.5 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.
- 33.6 Proof from official Trust data records or mailing third parties containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 33.7 Proof that an Electronic Form of notice was given shall be conclusive where the company can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006.
- 33.8 In accordance with section 1147 of the Companies Act 2006 notice shall be deemed to be given:
  - (a) 48 hours after the envelope containing it was posted; or

(b) in the case of an Electronic Form of communication, 48 hours after it was sent.

34. Indemnity

34.1 The Trust shall indemnify through the provision of indemnity insurance a relevant Trustee against any liability incurred in successfully defending legal proceedings in that capacity, or in connection with any application in which relief is granted by the Court from liability for negligence, default, or breach of duty or breach of trust in relation to the Trust.

34.2 In this Article a "**relevant Trustee**" means any Trustee or former Trustee of the Trust.

35. Rules

35.1 The Trustees may from time to time make such reasonable and proper rules or bylaws as they may deem necessary or expedient for the proper conduct and management of the Trust.

35.2 The Trust in general meeting has the power to alter, add to or repeal the rules or bylaws.

35.3 The Trustees must adopt such means as they think sufficient to bring the rules and bylaws to the notice of Members of the Trust.

35.4 The rules or bylaws shall be binding on all Members of the Trust. No rule or bylaw shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

36. Disputes

If a dispute arises between Members of the Trust about the validity or propriety of anything done by the Members of the Trust under the 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.

37. Dissolution

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

(a) to the Royal Society of Wildlife Trusts (Registered Trust 207238) who shall apply any net assets in accordance with the Trust's Objects;

(b) directly for the Objects;

(c) by transfer to any Trust or charities for purposes similar to the Objects; or

(d) to any Trust or charities for use for particular purposes that fall within the Objects.

37.2 Subject to any such resolution of the Members of the Trust, the Trustees 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 made for them, shall on or before dissolution of the Trust be applied or transferred in any of the ways set out in Article 37.1.

37.3 In no circumstances shall the net assets of the Trust be paid to or distributed among the Members of the Trust (except to a Member that is itself a Trust) and if no resolution in accordance with Article 37 is passed by the Members or the Trustees the net assets of the Trust shall be applied for charitable purposes as directed by the Court or the Commission.

37.4 This Article may be amended by special resolution but only with the prior written consent of the Commission.

Ends.