

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**THE WOODLAND TRUST**

Adopted by Special Resolution 23<sup>rd</sup> April 2009.  
Articles amended by Written Special Resolution 14<sup>th</sup> November 2012.

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**Ref: JST**  
**04/03/2009**

Company number: 1982873  
Charity number: 294344

## THE COMPANIES ACTS

### Company Limited by Guarantee and not having a Share Capital

## MEMORANDUM OF ASSOCIATION OF THE WOODLAND TRUST

#### 1. Name of Trust and Meaning of Words

The name of the Trust is The Woodland Trust, called in this document "The Trust".

Terms defined in the Trust's Articles of Association shall have the same meaning when used in this Memorandum as long as this meaning is consistent with the subject or context.

#### 2. Registered Office

The registered office of the Trust will be in England and Wales.

#### 3. Objects of the Trust

3.1 The objects of the Trust (the "Objects") are to conserve restore and re-establish trees and in particular broad leaved trees, plants and all forms of wildlife and thereby to secure and enhance the enjoyment by the public of the natural environment.

#### 4. Powers of the Trust

4.1 The Trust has the following powers which may be used only to promote the Objects:-

- (a) to buy, take on, lease, share, hire, or acquire property of any sort;
- (b) to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust in exercise of this power but the Trust must comply as appropriate with Section 36 and 37 of the Charities Act
- (c) to borrow money and to charge the whole or any part of the property belonging to the Trust as security for the repayment of money borrowed or any other obligation but the Trust must comply as appropriate with Sections 38 and 39 of the Charities Act if it wishes to

mortgage land

- (d) to provide assistance whether financial or otherwise and advice to owners and occupiers of land and to manage and enter into management agreements in respect of land not owned or leased to the Trust
- (e) to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
- (f) to employ and pay any employees, officers, servants and professional or other advisers;
- (g) subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
- (h) to give or receive guarantees or indemnities;
- (i) to promote or undertake study or research and disseminate the results of such research;
- (j) to produce, print and publish anything in any media;
- (k) to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
- (l) to promote and advertise the Trust's activities;
- (m) to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
- (n) to undertake any charitable trust;
- (o) to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
- (p) to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Trust or jointly with other persons, companies, government departments or

local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;

- (q) to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
- (r) to transfer to or to purchase or otherwise acquire from any Trust, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
- (s) to open and operate bank accounts and other banking facilities;
- (t) to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
- (u) to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;
- (v) to insure any risks arising from the Trust's activities;
- (w) to purchase indemnity insurance out of the funds of the Trust to indemnify any of the Trustees against any personal liability as permitted by clause 6:

And to purchase out of the funds of the Trust any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.

- (x) to delegate upon such terms and at such reasonable remuneration as the Trust may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value or cash or the use of derivatives including futures options index contracts and similar products;)

Provided always that:-

- (i) the Managers are properly authorised to carry on investment business;
- (ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Trust;
- (iii) the Managers are under a duty to report promptly to the Trust any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and

report regularly on the performance of investments managed by them;

- (iv) the Trust is entitled at any time to review, alter or terminate the delegation or the terms thereof;
- (v) the Trust reviews the arrangements for delegation at intervals but so that any failure by the Trust to undertake such reviews shall not invalidate the delegation;
- (y) to permit any investments belonging to the Trust to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Trust and to pay any such nominee reasonable and proper remuneration for acting as such;
- (z) to do anything else within the law which helps promote the Objects.

## **5. Use of income and property**

- 5.1 The income and property of the Trust shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Trust or Trustees, and no Trustee may be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust except as permitted by law or by the Charity Commission or shown below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Trust or a Trustee receiving any benefit as a beneficiary.

## **6. Allowed Payments**

- 6.1 The Trust may pay:-
- (a) Reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Trust who is not a Trustee for any services to the Trust.
  - (b) Reasonable and proper remuneration of a Trustee for services actually rendered or goods supplied to the Charity as permitted by and subject to the conditions of section 73(a) of the Charities Act 1993.
  - (c) Reasonable interest on the money lent by any member of the Trust or any Trustee. The highest annual rate of interest that may be charged is two per cent below the base rate of a clearing bank in the United

Kingdom selected by the Trustees.

- (d) Reasonable out-of-pocket expenses to any Trustee.
- (e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital.
- (f) Reasonable and proper rent of premises demised or let by any member of the Trust or Trustee.
- (g) Any premium in respect of any indemnity insurance to cover the liability of Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty in relation to the Trust, provided that any such insurance shall not extend to any claim arising from any act or omission which the Trustees knew or ought reasonably to have known was a breach of duty or a breach of trust or which was committed by the Trustees in reckless disregard of whether it was a breach of duty or a breach of trust or not and the premium of any more extensive indemnity insurance to the extent permitted by law.
- (h) Any payment to a Trustee under the indemnity provisions in the Articles of Association.
- (i) In exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no member of the Trust or Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that member of the Trust or Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

For the avoidance of doubt, any reference in clause 6.1 to allowed payments to a Trustee shall also include payments to a person with a connection with the Trustee which would result in the Trustee benefiting financially directly or indirectly.

## **7. Alterations to this Memorandum**

- 7.1 No alterations to this Memorandum may be made which would cause the Trust to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution or written resolution. For a special resolution to be valid, 14 Clear Days' notice of it must be given specifying it as

a special resolution and it will be passed as a special resolution if at least 75% of those voting vote in favour of it. Such a special resolution may be passed on shorter notice if 90% of the total number of members having the right to vote agree to such short notice.

7.2 Alterations may only be made to:

- (a) the Objects; or
- (b) any clause in this Memorandum or Articles which directs the application of property on dissolution; or
- (c) any clause in this Memorandum or Articles which gives Trustees or members any benefit

with the Charity Commission's prior written consent where this is required by law. Changes to the objects or the name will require the consent of the Office of the Scottish Charity Regulator while the Trust remains registered with this body.

7.3 The Charity Commission, the Office of the Scottish Charity Regulator and the Registrar of Companies must be informed of alterations and all future copies of the Memorandum issued must contain the alterations.

## **8. Limited Liability**

8.1 The liability of the members is limited.

## **9. Guarantee by Members of the Trust**

9.1 Every member of the Trust agrees to contribute to the Trust £1 or any smaller amount required if:-

- (a) the Trust is wound-up while he or she is a member or within a year afterwards; and
- (b) the Trust has debts and liabilities which it cannot meet out of its assets.

## **10. Winding-up of the Trust**

10.1 If the Trust is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are similar or ancillary to those of the Trust

10.2 The institution or institutions will be chosen by the Trustees of the Trust at or before the time when the Trust is wound-up or dissolved.

## **11. Scottish registration**

Nothing in this Memorandum shall authorise an application of the property of the Trust for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005.



## THE COMPANIES ACTS

Company Limited by Guarantee and not having a Share Capital

### ARTICLES OF ASSOCIATION OF

### THE WOODLAND TRUST

#### Meaning of Words

1.1 In these Articles and the Memorandum the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:-

1.2	<b>Words</b>	<b>Meanings</b>
	Act	The Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
	Articles	These Articles of Association;
	Board	The Board of Trustees of the Trust, the members of which are the directors of the Trust and are charity trustees;
	Chair	The chair of the Board of Trustees. Where the Chair is unable to act, the term includes any person discharging the functions of the Chair;
	Charities Act	The Charities Acts 1992, 1993, 2006 and 2011 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
	Charity Commission	The Charity Commission of England and Wales;
	Charitable	Means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with section 7 of the Charity and Trustee Investment (Scotland) Act 2005. For the avoidance of doubt, the system of law governing the constitution of the Trust is the law of England and Wales;

Clear Days	In relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
Members	The members of the Trust;
Month	Calendar month;
Objects	The Objects of the Trust as defined in clause 3 of the Trust's Memorandum of Association;
Office	The registered office of the Trust;
Ordinary Resolution	If proposed at a general meeting means a resolution of the Members which is approved by a majority of those Members who vote on the resolution in person or by proxy; and if proposed as a written resolution means a resolution approved in Writing by a majority of all the Members within any time limit specified for Members to signify their approval in Writing and the meaning given to that term in section 282 of Companies Act 2006;
OSCR	Office of the Scottish Charity Regulator;
Regulations	Any rules, standing orders or regulations made in accordance with these Articles;
Seal	The common seal of the Trust;
Signed	Shall include faxes of signatures and other forms of authentication that are permitted by law;
Special Resolution	If proposed at a general meeting means a resolution of the Members which is approved by at least 75 per cent of those Members who vote on the resolution in person or by proxy; and if proposed as a written resolution means a resolution approved in Writing by at least 75 per cent of all the Members within any time limit specified for Members to signify their approval in Writing and the meaning given to that term in

section 283 of Companies Act 2006;

Taxable Trading	Carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
Trust	Means the company regulated by these Articles;
Trustees	The directors of the Trust;
United Kingdom	Great Britain and Northern Ireland;
in Writing	Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax (to the extent legally permissible);

- 1.3 Words in the singular form include the plural and vice versa.
- 1.4 The words “person” or “people” include corporations.
- 1.5 Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.6 Headings are not part of the Memorandum or Articles.
- 1.7 These Articles exclude any model Articles created under the Companies Acts, including under section 19 of the Companies Act 2006

## **2. The Constitution of the Trust; Rights of Inspection**

- 2.1 The Trust is established for the Objects.
- 2.2 A copy of the Memorandum and Articles and any Regulations must be available for inspection by the Members of the Trust at the Office. Any Member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

## **3. Members**

- 3.1 A person becomes a Member upon becoming a Trustee.

- 3.2 Membership shall not be open to any person other than the Trustees.
- 3.3 The Trust must keep at the Office a register of Members showing their name, postal address and dates of becoming a Member and ceasing to be a Member.
- 3.4 Subject to the Act, the register is available for inspection by the Members of the Trust without charge and any other person on payment of a fee prescribed by the Trust, subject to any maximum fee imposed by law.
- 3.5 None of the rights of any Member of the Trust may be transferred or transmitted to any other person.

#### **4. Ending of Membership**

- 4.1 A Member stops being a Member of the Trust if:
- (a) the Member dies; or
  - (b) the Member ceases to be a Trustee.

#### **5. General Meetings of the Members**

- 5.1 The Trust need not but may hold an annual general meeting in addition to any other general meeting in every calendar year. If held, the annual general meeting must be specified as such in the notices calling it.
- 5.2 All general meetings except annual general meetings are called general meetings.
- 5.3 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate (whether visually or not) with all other participants.
- 5.4 For the avoidance of doubt any reference to a general meeting in the Articles also refers to an annual general meeting.

#### **6. Calling of General Meetings**

- 6.1 The Board may call a general meeting whenever they wish. Such a general meeting must also be called if not less than ten percent of the Members of the Trust request it in Writing, subject to the provisions of the Act.

#### **7. Notice of General Meetings**

- 7.1 A general meeting must be called by giving at least 14 Clear Days' notice in

Writing. These notices must specify the place, date, time and the exact details or general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the Members of their right to appoint a proxy. Notice of the general meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles.

7.2 However, even if shorter notice is given than that required above, the general meeting will be treated as having been correctly called if it is so agreed by 90 per cent of the Members entitled to attend and vote at it.

7.3 Where the Trust's auditors are deemed reappointed in accordance with the Act, the Trustees shall fix the auditors' remuneration.

## **8. Quorum**

8.1 Business may be transacted at a general meeting only if a quorum of Members is present in person or by proxy when the general meeting begins to deal with its business. A quorum is three.

## **9. Adjournment if no Quorum**

9.1 If the general meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the general meeting may be adjourned to another day, time and place as the Board may decide.

9.2 If at the adjourned general meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.

## **10. Chair**

10.1 The Chair (if any) of the Board should normally preside as Chair at every general meeting of the Trust. If there is no Chair, or if he or she is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Members at the general meeting shall select a Chair.

## **11. Adjournment of the General Meeting**

11.1 The Chair may, with the consent of any general meeting at which a quorum is present (and must if so directed by the general meeting), adjourn the general meeting from time to time and from place to place. But no business may be transacted at any adjourned general meeting except business left unfinished at the general meeting from which the adjournment took place.

11.2 When a general meeting is adjourned for 30 days or more, notice of the adjourned general meeting must be given as specified under Article 7 for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned general meeting nor of the business to be done at it.

## 12. **Voting on Resolutions**

12.1 At any general meeting a resolution put to the vote of the general meeting is decided by a show of hands of the Members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by the Chair or a Member who is present. Members may vote by proxy.

12.2 Members may appoint a proxy who need not be a Member of the Trust. The proxy may be appointed by the Member to exercise all or any of the Member's rights to attend, speak vote and demand a poll at a meeting of the Trust.

## 13. **Proxies**

13.1 A person holding a proxy may vote on any resolution.

13.2 An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he or she thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting (excluding bank holidays and weekends).

13.3 A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Trust at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or (in the case of a poll taken more than 48 hours after it is demanded, excluding bank holidays and weekends) before the time appointed for taking the poll.

13.4 A proxy in the following form will be acceptable:

“I  
of  
a Member of the Woodland Trust  
hereby appoint the Chair of Board/or  
of  
as my proxy to vote for me on my behalf at the [Annual] General Meeting of  
the Trust to be held on the \_\_\_\_\_ day of  
and any adjournment thereof.

Signed on the \_\_\_\_\_ day of \_\_\_\_\_ ”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

**14. Declaration of Chair is Final**

14.1 Unless a poll is demanded, the Chair’s declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.

14.2 The demand for a poll may be withdrawn.

**15. When a poll is taken**

15.1 A poll must be taken immediately, if it is correctly demanded to elect a Chair or to decide upon an adjournment. Polls about other things will be taken whenever the Chair says so. Business which is not the subject of a poll may be dealt with before or during the poll.

15.2 The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the general meeting.

**16. Voting and Speaking**

16.1 Every Member including the Chair has one vote at general meetings. The Chair does not have a casting vote at general meetings.

16.2 The auditor or reporting accountant has the right to attend and speak at general meetings.

**17. Written Agreement to Resolution**

17.1 Except in the case of an ordinary resolution to remove a Trustee or the auditors before the expiry of their term, Members may pass a valid resolution without a general meeting being held. But for the resolution to be valid:

- (a) it must be in Writing;
- (b) in the case of a special resolution it must be Signed by at least 75% of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (c) in the case of an ordinary resolution it must be Signed by a majority of all those Members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
- (d) it may consist of two or more documents in identical form Signed by Members;
- (e) the passing of the resolution must comply with any other requirements of the law from time to time.

## 18. **Management by the Board**

18.1 The business of the Trust is managed by the Board. They may use all powers of the Trust which are not, by the Act or by these Articles, required to be used by the Members of the Trust.

## 19. **Indemnity of Trustees**

19.1 To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee may otherwise be entitled the Trust shall indemnify every Trustee out of the assets of the Trust against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee save that no Trustee may be entitled to be indemnified:

- (a) for any liability incurred by him to the Trust or any associated company of the Trust (as defined by the Act for these purposes);
- (b) for any fine imposed in criminal proceedings;
- (c) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
- (d) for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;



- (e) for any liability which he has incurred in defending any civil proceedings brought by the Trust or an associated company in which a final judgment has been given against him; and
- (f) for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.

19.2 To, and to the extent permitted by law from time to time, the Trust shall provide funds to every Trustee to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee, provided that he will be obliged to repay such amounts no later than:

- (a) in the event he is convicted in proceedings, the date when the conviction becomes final;
- (b) in the event of judgment being given against him in proceedings, the date when the judgment becomes final; or
- (c) in the event of the court refusing to grant him relief on any application under the Act, the date when refusal becomes final.

## 20. **Payment of reasonable expenses to Trustees**

20.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Trust but shall not be paid any other remuneration except as permitted in the Memorandum of Association or by law.

## 21. **The Keeping of Minutes**

21.1 The Board must keep minutes entered in the minute books:-

- (a) of all appointments of officers by the Board;
- (b) of the names of the Trustees present at each of its meetings and of any committee of the Board;
- (c) of all resolutions and proceedings at all meetings.

## 22. **The Make-up of the Board**

22.1 The Board consists of not less than three and no more than sixteen persons appointed by the Board.

**23. Retirement of members of the Board**

23.1 At the end of the first Board meeting following the fourth anniversary of his initial appointment a Trustee shall retire. He shall be eligible for re-appointment. If re-appointed and subject to Article 30.2 he shall retire at the first Board meeting following the eighth anniversary of his initial appointment. He shall not then be eligible for re-appointment unless otherwise resolved by a Board resolution.

**24. Change in composition of the Board**

24.1 The make-up and number of the Board may be varied by amendment to these Articles but at no time may the number of the Board be reduced to below three.

**25. Notification of change of members of the Board to the Registrar of Companies**

25.1 All appointments, retirements or removals of Trustees and the Company Secretary must be notified to the Registrar of Companies.

**26. Filling vacancies in the Board**

26.1 The Board can appoint anyone to fill a vacancy in the membership of the Board.

**27. Ending of Board membership**

27.1 A Trustee ceases to hold office if he or she:-

- (a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- (b) becomes barred from membership of the Board because of any order made under the Act or by virtue of the Company Directors Disqualification Act 1986 (or any regulations made under it) the Charities Act 2011; or
- (c) becomes incapable whether mentally or physically of managing his or her own affairs; or
- (d) resigns the office by notice in writing to the Trust but only if at least three Trustees will remain in office when the resignation takes effect; or
- (e) is absent from three consecutive meetings of the Trustees and is

asked by a resolution passed by three quarters of those present at a Board meeting to resign; or

- (f) is directly or indirectly involved in any contract or proposed contract with the Trust and fails to declare the nature of his or her interest in the proper way and the Board resolves by three quarters of those present at the meeting to remove that Trustee. The proper way is by giving notice at the first meeting which the Trustee attends after that interest arises (or such other way as is legally sufficient from time to time); or
- (g) is removed from office by a resolution passed at a Board meeting where at least 50 per cent of all other Trustees are present and 75 per cent of those Trustees vote in favour. Prior to this meeting the Trustee in question shall be given written notice of the intention to propose such a resolution.

## **28. Meetings of the Board**

- 28.1 The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 28.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 28.3 The Trust, if requested by the Chair or any three Trustees, must summon a meeting of the Board.
- 28.4 Notice of a Board Meeting need not be given to any Trustee who is out of the United Kingdom.
- 28.5 Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate (whether visually or not) with all other participants.

## **29. Conflicts of Interest**

- 29.1 Where the duty of a Trustee under section 175(1) of Companies Act 2006 to avoid conflict of interest would otherwise be infringed in relation to a particular transaction or arrangement, the duty is not infringed if:
  - (a) the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them;
  - (b) any requirement as to the quorum of such meeting is met without

counting the Trustee in question, or any other interested Trustee; and

- (c) the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted.

29.2 The Trustees shall also observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.

**30. Officers of the Board**

30.1 The Board may elect or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees.

30.2 The normal term of office for a Chair shall be four years terminating at the end of the Board meeting following the fourth anniversary of his election. The date for a Trustee to retire and the maximum term of office for a Trustee shall in the case of the Chair be extended until the end of their term of office as Chair. But no person may be appointed for a further term of office as a Chair at a time when they are not eligible to be elected or appointed as a Trustee

**31. Quorum for the Board**

31.1 The quorum necessary for business to be done at a Board meeting is three Trustees or such larger number as the Trustees from time to time determine.

**32. Vacancies on the Board**

32.1 The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to appoint additional Trustees.

**33. A Resolution may be Approved by Signature Without a Meeting**

33.1 A resolution in Writing that has been circulated to all the Trustees and Signed by at least 75% of all the Trustees or any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form Signed by one or more members of the Board or committee.

**34. Validity of Acts Done at Meetings**

34.1 If it is discovered that there was some defect in the procedure at a meeting or

the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

**35. Delegation by the Board**

35.1 The Board may delegate the administration of any of its powers to committees consisting of one or more Trustees and any such committee or Trustee must conform to any rules that the Board imposes on it.

35.2 The Board may co-opt any person or people who are not Trustees to serve on the committee.

35.3 All acts and proceedings of the committee or Trustees must be reported to the Board as soon as possible.

35.4 The Board may delegate the implementation of their decisions or day to day management of the Trust to such person or committee on such terms and conditions as the Board deems appropriate provided always that the Board may revoke or alter any such delegation in whole or in part.

**36. Chair of Committees**

36.1 A committee may elect a chair of its meetings if the Board does not nominate one.

36.2 If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

**37. Meetings of Committees**

37.1 A committee may meet and adjourn whenever it chooses.

37.2 Questions at the meeting must be decided by a majority of votes of the members present.

37.3 A committee must have minutes entered in minute books.

**38. Appointment and Removal of the Company Secretary**

38.1 The Board may appoint and remove a Company Secretary and may decide his or her period of office, pay (if not a Trustee) and conditions of service.

**39. Actions of Trustees and Company Secretary**

39.1 The Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary.

**40. The Seal**

40.1 Any Seal may only be used by the authority of the Board.

40.2 The Board may decide by what means and in what form any Seal is to be used.

40.3 Unless otherwise decided by the Board, if the Trust has a Seal and it is affixed to a document, the document must also be signed by at least two authorised persons.

40.4 For the purposes of this Article, an authorised person is:

40.4.1 any Trustee of the Trust;

40.4.2 the Company Secretary (if any); or

40.4.3 any person(s) authorised by the Board for the purpose of signing documents to which the Seal is applied.

**41. Proper Accounts must be Kept**

41.1 Accounts shall be prepared in accordance with the Act.

**42. Books must be Kept at the Office**

42.1 The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

**43. Account and Returns**

43.1 The Board shall approve the annual accounts and reports each year.

43.2 The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.

- 43.3 Copies need not be sent to a person for whom the Trust does not have a current address (as defined in Companies Act 2006).
- 43.4 The deadline for sending out the accounts and reports (or summary financial statements) is as follows:
- 43.4.1 the deadline for filing the Trust's accounts and reports (or summary financial statements) with Companies House, as prescribed by the Companies Act 2006; or
- 43.4.2 if earlier, the date on which the Trust actually files the accounts and reports (or summary financial statements) with Companies House.
- 43.5 To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House within any deadlines specified by law.
- 43.6 The Board must file with the Charity Commission the accounts and reports (or summary financial statements) and all annual returns and other documents that are required to be filed, within any deadlines specified by the Charity Commission.

**44. Appointment of Reporting Accountants or Auditors**

- 44.1 The Trust must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Trust's income or assets from time to time makes this a legal requirement.

**45. Service of Notices**

- 45.1 The Trust may give notices, accounts or other documents to any Member either:
- (i) personally; or
  - (ii) by delivering it or sending it by ordinary post to the Member's registered address; or
  - (iii) if the Member has provided the Trust with a fax number, by sending it by fax to that member. This is subject to the Member having consented to receipt of notice in this way, where this is a legal requirement; or
  - (iv) if the Member has provided the Trust with an e-mail address, by sending it by e-mail to that address. This is subject to the Member having consented to receipt of notice in this way, where this is a legal requirement; or
  - (v) in accordance with the provisions for notice on a website set out below.

If the Member lacks a registered address within the United Kingdom, notice may be sent to any address within the United Kingdom which he or she has given the Trust for that purpose or in accordance with (iii), (iv) or (v) above. However, a member without a registered postal address in the United Kingdom who has not provided a postal address in the United Kingdom for that purpose, shall not be entitled to receive any notice, accounts or other documents served by the Charity by post, but shall be entitled to receive such documents by email

45.2 If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. If sent by fax or email it will be treated as properly sent if the Trust receives no indication that it has not been properly sent.

45.3 If sent by post in accordance with this Article, the notice will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice will be treated as having been received 24 hours after having been properly sent.

45.4 The Trust may assume that any fax number or e-mail address given to it by a Member remains valid unless the Member informs the Trust that it is not.

45.5 Where a Member has informed the Trust in Writing of his consent, or has given deemed consent in accordance with the Act, to receiving notices from the Trust by means of a website, notice will be validly given if the Trust sends that Member a notification informing him that the documents forming part of the notice may be viewed on a specified website. The notification must provide the website address, and the place on the website where the notice may be accessed and an explanation of how it may be accessed. If the notice relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

#### 46. **Means of Communication**

46.1 Anything sent or supplied 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 to the Trust.

#### 47. **Accidental Omission of Notice**

47.1 Sometimes a person entitled to receive a notice of a meeting does not receive



it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

#### **48. Who is Entitled to Notice of General Meetings**

48.1 Notice of every general meeting must be given to:-

- (a) every Member (except those members who lack a registered address within the United Kingdom and have not given the Charity a postal address for notices within the United Kingdom or who have not provided the Charity with an email address);
- (b) the reporting accountants or auditor of the Trust; and
- (c) all Trustees.

48.2 No one else is entitled to receive notice of general meetings.

#### **49. Alteration of the Articles**

49.1 The Trust may alter these Articles only by a special resolution at a general meeting or by a written special resolution. A special resolution will be validly passed at a general meeting if the Trust gives at least 14 Clear Days notice of the intention to pass a special resolution and at least 75% of those voting at the meeting vote in favour of the special resolution. Such a special resolution may be passed on shorter notice if 90% of the total number of Members having the right to vote agree to such short notice.

49.2 No alteration may be made to an Article which directs the application of property on dissolution, or which authorises any benefit for Trustees or members without the Charity Commission's prior written approval where that is required by law.

49.3 The Charity Commission, OSCR and the Registrar of Companies must be informed of alterations and all future copies of the Articles issued must contain the alterations.

#### **50. Regulations**

50.1 The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.