Companies Acts 1985 and 2006

Company limited by guarantee (company Number 680007)

ARTICLES OF ASSOCIATION OF BERKSHIRE, BUCKINGHAMSHIRE AND OXFORDSHIRE WILDLIFE TRUST

1. Name

The name of the **Charity** is Berkshire, Buckinghamshire and Oxfordshire Wildlife Trust

2. Registered Office

The registered office of the Charity is to be in England and Wales.

3. Objects

The **Objects** are for the public benefit to safeguard and enhance biodiversity (meaning the variety of life in all its forms, levels and combinations, including ecosystem diversity, species diversity and genetic diversity), and in particular

(a) to undertake and promote the conservation of wildlife species and their habitats including the restoration and creation of such habitats;
(b) to promote public understanding of, and support for, the natural world; and
(c) to campaign in support of sustainable principles and practices for the protection of the natural environment

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

4.1 To promote or carry out research.

4.2 To undertake education and training.

4.3 To create and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;

4.4 To provide advice.

4.5 To campaign in support of the Objects.

4.6 To publish or distribute information.

4.7 To co-operate with other bodies.

4.8 To support, administer or set up other charities.

4.9 To raise funds (but not by means of **taxable trading**).

4.10 To borrow money and give security for loans (but only in accordance with the restrictions imposed by the **Charities Act**).

4.11 To acquire or hire property of any kind including nature reserves, wildlife sanctuaries and other related facilities.

4.12 To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).

4.13 To make grants or loans of money and to give guarantees.

4.14 To set aside funds for special purposes or as reserves against future expenditure.

4.15 To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a **financial expert** as the **Trustees** consider necessary and having regard to the suitability of investments and the need for diversification).

4.16 To delegate the management of investments to a financial expert, but only on terms that:

(1) the investment policy is set down **in writing** for the financial expert by the Trustees;

(2) every transaction is reported promptly to the Trustees;

(3) the performance of the investments is reviewed regularly with the Trustees;

(4) the Trustees are entitled to cancel the delegation arrangement at any time;

(5) the investment policy and the delegation arrangement are reviewed at least once a **year**;

(6) all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

(7) the financial expert must not do anything outside the powers of the Trustees.

4.17 To arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.

4.18 To deposit documents and physical assets with any company registered or having a place of business in England and Wales as **custodian,** and to pay any reasonable fee required.

4.19 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.

4.20 To pay for **indemnity insurance** for the Trustees.

4.21 Subject to clause 5, to employ paid or unpaid agents, staff or advisers.

4.22 To enter into contracts to provide services to or on behalf of other bodies.

4.23 To establish or acquire subsidiary companies to assist or act as agents for the Charity.

4.24 To do anything else within the law which promotes or helps to promote the Objects.

5. Benefits to Members and Trustees

5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:

(1) members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

(2) members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;

(3) members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and

(4) individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.

5.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:

(1) as mentioned in clauses 4.20 (indemnity insurance), 5.1(2) (interest), 5.1(3) (rent), 5.1(4) (charitable benefits) or 5.3 (contractual payments);

(2) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

(3) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);

(4) payment to any company in which a Trustee has no more than a 1 per cent shareholding; and

(5) in exceptional cases, other payments or benefits (but only with the **written** approval of the **Commission** in advance).

5.3 A Trustee may not be an employee of the Charity, but (subject to Sections 185 – 188 of the **Charities Act**) a Trustee or a **connected person** may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:

(1) the goods or services are actually required by the Charity;

(2) the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and

(3) no more than one half of the Trustees are interested in such a contract in any **financial year**.

5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:

(1) declare an interest before the meeting or at the meeting before discussion begins on the matter;

(2) be absent from the meeting for that item unless expressly invited to remain in order to provide information;

(3) not be counted in the quorum for that part of the meeting; and

(4) be absent during the vote and have no vote on the matter.

5.5 This clause may not be amended without the written consent of the Commission in advance.

6. Limited Liability

The liability of members is limited.

7. Guarantee

Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £1 towards the costs of dissolution and the liabilities incurred by the Charity while he or she was a member.

8. Dissolution

8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

(1) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

(2) directly for the Objects or for charitable purposes which are within or similar to the Objects;

(3) in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2 A final report and statement of account must be sent to the Commission.

9. Membership

9.1 The Charity must maintain a register of members.

9.2 Membership of the Charity is open to any individual or organisation interested in promoting the **Objects** who:

(1) applies to the Charity in the form required by the **Trustees**;

(2) is approved by the Trustees; and

(3) signs the register of members or consents **in writing** to become a member either personally or (in the case of an organisation) through an **authorised representative**.

9.3 The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions.

9.4 Membership is terminated if the member concerned:

(1) gives **written** notice of resignation to the Charity;

(2) dies or (in the case of an organisation) ceases to exist;

(3) is more than six **months** in arrear in paying the relevant subscription, if any (but in such a case the member may be reinstated on payment of the amount due); or

(4) is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice.

9.5 Membership of the Charity is not transferable.

10 General Meetings

10.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the **Secretary** at least 48 hours before the meeting. General meetings are called on at least 28 clear days' written notice specifying the business to be discussed.

10.2 There is a quorum at a general meeting if the number of members or authorised representatives present is at least 20. If a quorum is not present within 30 minutes of the time notified for a general meeting the Trustees shall give notice of a new meeting to all entitled to attend and vote. The process shall continue until a general meeting is held at which a quorum is present.

10.3 The **Chair** or (if the Chair is unable or unwilling to do so) some other member invited by the Trustees presides at a general meeting.

10.4 Except where otherwise provided by the **Articles** or the **Companies Acts**, every issue is decided by a majority of the votes cast.

10.5 Every member present in person or through an authorised representative or by proxy has one vote on each issue.

10.6 The Charity must hold an **AGM** in every year.

10.7 At an AGM the members:

(1) receive the accounts of the Charity for the previous **financial year**;

(2) receive the Trustees' report on the Charity's activities since the previous AGM;

(3) accept the retirement of those Trustees who wish to retire or who are retiring by rotation;

(4) elect Trustees to fill the vacancies arising;

(5) appoint auditors for the Charity;

(6) may confer on any individual (with his or her consent) for a period of up to three years the honorary title of President or Vice-President of the Charity; and

(7) may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

10.8 A general meeting may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least ten per cent of members entitled to vote at a general meeting.

11 <u>The Trustees</u>

11.1 The Trustees as **charity trustees** shall manage the business of the Charity, its property and funds.

11.2 The Trustees when complete shall consist of:

(1) the Honorary Secretary who shall be appointed in accordance with Article 11.4(1);

(2) the Honorary Treasurer (who shall be appointed in accordance with Article 11.4(1) and;

(3) no fewer than six nor more than thirteen other individuals,

i.e. no more than 15 Trustees in total, all of whom must be individual members of the Charity.

11.3 (1) Nominations for the election or re-election of trustees by the AGM shall be received by the Honorary Secretary on or before 4 weeks after the publication of the Charity's audited accounts or 6 weeks before the AGM, whichever is earlier, executed by two members qualified to vote at the AGM-and shall be accompanied by:

(i) the details which, if the person nominated were to be elected or re-elected, the charity would have to file at Companies House; and

(ii) notice executed by that person of his/her willingness and eligibility to be elected or re-elected.

(2) If the number of people proposed for election as Trustees exceeds the number of vacancies, the election may be conducted by ballot prior to the AGM and the ballot shall be announced at the AGM. Votes in the ballot may be cast by post or by electronic means.

11.4 (1) At the first meeting after the AGM, the Trustees shall appoint from among their number a Chair of the Charity, a Vice-Chair of the Charity, and (if there is a vacancy or vacancies) an Honorary Secretary and an Honorary Treasurer. The appointment of the Chair and the Vice-Chair shall in each case be for the year. The appointment of the Honorary Secretary and the Honorary Treasurer shall be for the year or for such longer period as the Trustees shall decide but limited to the current period for which that person holds office as a Trustee in accordance with Article 11.7. None of these appointments may be filled by a co- opted Trustee.

(2) If at any time during his or her appointment any Honorary Officer ceases for any reason to act in the capacity to which he or she has been appointed pursuant to Article 11.4(1), the Trustees shall at their next meeting appoint a replacement from among their number and that person shall serve in that capacity for the remainder of the year in the case of the Chair or the Vice-Chair and for the remainder of the year or such longer period as the Trustees shall decide in the case of the Honorary Treasurer and the Honorary Secretary (but in the latter case limited to the current period for which that person holds office as Trustee in accordance with Article 11.7). None of these appointments may be filled by a co-opted Trustee.

11.5 Every Trustee before election or re-election must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.

11.6 A retiring Trustee who remains qualified may be re-elected.

11.7 A Trustee's term of office automatically terminates when he or she has held office for three years or if he or she:

(1) is disqualified under the Charities Act from acting as a charity trustee;

(2) is incapable, whether mentally or physically, of managing his or her own affairs;

(3) is absent without notice from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;

(4) ceases to be a member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);

(5) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);

(6) is removed by resolution of the members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;

11.8 The Trustees may at any time co-opt any individual who is qualified to be elected as a Trustee to fill a vacancy in their number, but a co-opted

Trustee holds office only until the next AGM.

11.9 A technical defect in the appointment of a co-opted Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

12 Trustees' proceedings

12.1 The Trustees must hold at least three meetings each year.

12.2 A quorum at a meeting of the Trustees is five Trustees of whom at least one must be an Honorary Officer.

12.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.

12.4 The Chair or (if the Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

12.5 Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.

12.6 Except for the chair of the meeting, who has a casting vote, every Trustee has one vote on each issue.

12.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13 Trustees' powers

The Trustees have the following powers in the administration of the Charity:

13.1 To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees.

13.2 To make standing orders consistent with these Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy.

13.3 To make rules consistent with these Articles and the Companies Acts to govern their proceedings and proceedings of committees.

13.4 To make regulations consistent with these Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any).

13.5 To establish procedures to assist the resolution of disputes or differences within the Charity.

13.6 To exercise any powers of the Charity which are not reserved to a general meeting.

14 Records and Accounts

14.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the **Commission** of:

(1) annual returns;

(2) annual reports; and

(3) annual statements of account.

14.2 The Trustees must keep proper records of:

(1) all proceedings at general meetings;

(2) all proceedings at meetings of the Trustees;

(3) all reports of committees; and

(4) all professional advice obtained.

14.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.

14.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

15 Notices

15.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published on any website or in any suitable journal or newspaper or any journal distributed by the Charity, or in any other 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 Charity.

15.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

15.3 Notice shall be deemed to be given:

(1) 48 hours after the envelope containing it was posted;

(2) in the case of an electronic communication, 48 hours after it was sent;

(3) where the document or information is sent or supplied by means of a website:

(a) when the material was first made available on the website; or

(b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

in accordance with section 1147 of the Companies Act 2006;

(4) on the date of publication of a newspaper containing the notice;

(5) on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,

(6) as soon as the member acknowledges actual receipt.

15.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

16 Interpretation

16.1 In these Articles, unless the context indicates another meaning:

'AGM' means an annual general meeting of the Charity;

'the Articles' means the Charity's articles of association;

'authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

'Chair' means the chair of the Trustees;

'the Charity' means the company governed by the Articles;

'the Charities Act' means the Charities Act 2011;

'charity trustee' has the meaning prescribed by section 177 of the Charities Act**;**

'clear day' means 24 hours from midnight following the relevant event;

'the Commission' means the Charity Commission for England and Wales;

'the Companies Acts' means the Companies Acts (as defined in section 2 of the Companies Act 2006) insofar as they apply to the Charity;

'connected person' means any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any **firm** of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

'custodian' means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘financial year’ means the Charity’s financial year;

‘firm’ includes a limited liability partnership;

‘Honorary Officer’ means the Chair, Vice-Chair, Honorary Secretary and Honorary Treasurer of the Charity;

‘indemnity insurance’ means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

‘material benefit’ means a benefit which may not be financial but has a monetary value;

‘month’ means calendar month;

‘nominee company’ means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’ means the Objects of the Charity as defined in clause 3 of these Articles;

‘taxable trading’ means 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;

‘Trustee’ means a director of the Charity and ‘Trustees’ means the directors;

‘written’ or ‘in writing’ refers to a legible document on paper or (where the circumstances permit) in electronic form or available on a website;

‘year’ means calendar year.

16.2 Expressions defined in the Companies Acts have the same meaning.

16.3 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.