

The Companies Acts 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM

- and -

ARTICLES OF ASSOCIATION

- of -

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

(As Amended by Special Resolutions of 15 April 1969; 18 May 1971;
29 September 1980; 13 November 1991; 13 November 1996;
14 May 2008; ?? 2019)

Incorporated the 28th Day of March 1968

Company Number 929644

Charity No. 256618

THE COMPANIES ACTS 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

1. The name of the Company (hereinafter called ‘the Trust’) is
WORCESTERSHIRE WILDLIFE TRUST
2. The registered office of the Trust will be situated in England.
3. **The Objects** for which the Trust is established for the public benefit are:
:
 - 3.1. To advance, promote and further the conservation and protection of Nature Reserves which shall be owned, maintained or managed by the Trust.
 - 3.2. To restore, create, study and further the conservation of places of zoological, botanical, mycological, ecological, geological, or general scientific interest.
 - 3.3. To promote, encourage and carry out study and research for the advancement of knowledge in the natural sciences, to make grants or donations for such purposes and to encourage and support the recording and publication of the useful results thereof.
 - 3.4. To advance the education of the public in the principles and practices of biodiversity conservation and sustainable development which meets the needs of the present without compromising the ability of future generations to meet their own needs.
4. The Trust has the following **powers**, which may be exercised only in promoting the objects:
 - 4.1. To purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any company, society, trust or association having objects similar to those of the Trust and to amalgamate with such bodies.
 - 4.2. To promote and encourage the objects of the Trust by carrying out, participating in and supporting educational programmes, study days, courses, conferences, seminars and other educational events for both children and adults.
 - 4.3. To establish, promote and maintain records, exhibitions, libraries and collections of educational value.
 - 4.4. To provide any accommodation, refreshments and ancillary services for members of the public attending events organised by the Trust.
 - 4.5. To accept subscriptions, donations, entrance fees and other monies and to apply them for the objects of the Trust.

- 4.6. To promote and encourage the objects of the Trust by the use of all forms of communication media.
- 4.7. To purchase, lease, or otherwise acquire and hold, any real or personal property and any rights or privileges necessary, convenient, or desirable for the purpose of the objects of the Trust, and to construct, alter and maintain any houses or buildings required for such purpose. To improve, develop, sell, let, lease, hire, mortgage, dispose of, or otherwise deal with all or any such property, rights or privileges.
- 4.8. To act in concert with any Corporation, Company, County, District, Parish or other Local Authority any Government or non-Governmental body, now or constituted hereafter, or with any residents or property owners, to promote any of the objects of the Trust.
- 4.9. To support, administer or set up other charities and undertake and execute charitable Trusts with objects similar to, or that will further, those of the Trust.
- 4.10. To raise funds but not by means of carrying on a trade or business on continuing basis, in such a way that the profits of such trade or business are taxable. To raise or borrow and secure the payment of money on mortgage of the property of the Trust, or in such manner as the Trust considers fitting.
- 4.11. To establish subsidiary companies to assist or act as representatives or agents for the Trust.
- 4.12. To invest the monies of the Trust not required immediately for furthering the objects of the Trust, in or upon such investment, securities or property as may be thought fit, subject to any conditions imposed by law now or in the future. To set aside funds for special purposes or as reserves against future needs.
- 4.13. To operate bank accounts and to draw, make, accept, endorse and execute cheques and negotiable instruments.
- 4.14. For all or any of the objects of the Trust, to employ any person or persons with the necessary skills to carry out their duties in the furtherance of such objects and to remunerate them for the services they provide.
- 4.15. To offer to arrange and to contribute to such pension arrangements as may be suitable for the employees of the Trust.
- 4.16. To insure the property of the Trust against any foreseeable risk and to take out any other insurance policies to protect the Trust, its staff and servants, as deemed necessary or required by law.
- 4.17. To provide Indemnity Insurance to cover the liability of the 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 trust or of duty, of which they may be guilty in relation to the Trust. Such Insurance shall not extend to any claim arising from any act or omission which the Trustees, or any of them, knew to be a breach of trust or of duty, or which was committed by the Trustees, or any of them, in reckless disregard of whether it was a breach of trust or of duty or not.
- 4.18. To do such other lawful things as are conducive to the promotion or attainment of the objects of the Trust.

Provided that:

- 4.19. In case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or their successors, the Trust shall not sell, mortgage, lease or charge the same, without such authority, approval or consent, as may be required by law.
 - 4.20. As regards any such property, the managers or Trustees of the Trust shall be chargeable for any such property as may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults and for the due administration of such property in the same manner and to the same extent as they would, as such managers or Trustees, have been if no incorporation had been effected.
 - 4.21. The incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners over such managers or Trustees, but they shall, as regards such property, be subject jointly and separately to such control or authority as if the Trust were not incorporated.
 - 4.22. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as is allowed by law, having regard to such trusts.
5. The **Income and Property** of the Trust shall be applied solely towards the promotion of the Objects and no portion thereof shall be transferred directly or indirectly, by way of dividend, bonus, profit, or by any other means, to members of the Trust.

Provided that:

- 5.1. No Trustee of the Trust shall be appointed to any salaried office of the Trust or any office paid by fees and no remuneration or other benefit in cash or in kind shall be given by the Trust to a Trustee, except as repayment of out of pocket expenses.
 - 5.2. Nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any employee of the Trust, or proper payment to any member of the Trust, in return for any goods supplied or services rendered to the Trust.
 - 5.3. Remuneration under paragraph 5.1 above shall not apply to any Trustee who may also be a member of any provider of goods or services to the Trust in which such member shall hold less than one hundredth part of the capital and such member shall not be bound to account for any share of profits received in respect of any such payment.
6. The liability of the members is limited.
7. Whilst still a member, or within one year after cessation, every member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up for payment of the debts and liabilities of the Trust, contracted before cessation of membership of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributions among themselves, such amount as may be required, not exceeding one pound sterling.
8. If upon the winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Trust, but shall be given or transferred to some other institution having objects similar to those of the Trust and which shall prohibit the distribution of its income and property among its members, to an extent at least as great as imposed on the Trust or by virtue of Clause 5 hereof. Such institution shall be determined by the members of the Trust at or before the time of dissolution and if and so far as effect cannot be given to such provision, then to some charitable object.

9. True accounts shall be kept of the sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place and of the property, credits and liabilities of the Trust. Subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the current regulations of the Trust, such accounts shall be open to the inspection of the members. At least once in every year, the accounts of the Trust shall be examined and reported by qualified Auditors.

WE, the several persons whose Names are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES OF SUBSCRIBERS

CHRISTOPHER CADBURY

FREDERICK FINCHER

GEORGE CECIL LAMBOURNE

KENNETH HENRY SOUTHALL

STANLEY WALLIS ROGERS

JOHN F. BETTS

JOHN COLLIER PRIDHAM

DATED the 19th day of March 1968

WITNESS to the above signatures:

STANLEY BRIAN BOALER

This is the Memorandum of Association referred to in the Notice of Annual General Meeting of Members dated ?? 2019.

.....signed by David John Mortiboys
Chair of Council

Company Number 929644

Charity No. 256618

THE COMPANIES ACTS 1948 - 2006

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

WORCESTERSHIRE WILDLIFE TRUST

(Formerly Worcestershire Nature Conservation Trust Limited)

1. Interpretation

1.1. In these Articles:

“The Act” means the Companies Act 2006, including any statutory amendment or re-enactment thereof for the time being in force.

“Address” includes the postal address, e-mail address or text message number registered to the Trust in each case.

“The Articles” means these Articles of Association of Worcestershire Wildlife Trust.

“Clear Days” in relation to a period of notice given, means that period, excluding the day on which the notice is given or deemed to be given and the day on which it is to take effect or for which it is given.

“The Council” means the Trustees of the Trust for the time being, as defined by the Charities Act 1993, and who are the Council of Management of the Wildlife Trust.

“General Meeting” means any meeting that is open to all members of the Trust at which business concerning the Trust’s affairs are discussed and voted upon.

“Honorary Secretary” means the Honorary Secretary of the Trust for the time being, or any other person appointed to perform the duties of the Secretary.

“The Seal” means the common seal of the Trust.

“The Trust” means the Worcestershire Wildlife Trust.

1.2 The Trust is established for the purposes and objectives set out in the Memorandum of Association

2. Members of the Trust.

2.1. A person who wishes to become a member of the Trust shall complete an application in such form as the Council requires and pay the appropriate subscription. On acceptance by the Trust, the applicant shall become a member for such period as the subscription is valid and shall be accorded one vote at a General Meeting.

2.2. A household or family (as defined by the Council from time to time) who wishes to become a member of the Trust shall complete an application in such form as the Council requires and pay the appropriate subscription. On acceptance by the Trust, the applicants shall

become household or family members for such period as the subscription is valid but shall be accorded only one vote at a General Meeting.

- 2.3. An organisation which supports the objects of the Trust and wishes to become a member of the Trust shall complete an application in such form as the Council requires and pay the appropriate subscription. On acceptance by the Trust, the organisation shall become a corporate member for such period as the subscription is valid but shall have no vote at a General Meeting.
- 2.4. Membership subscription rates shall be determined by the members from time to time at a General Meeting.
- 2.5. Any application for membership may be refused by the Council if it is considered to be in the best interests of the Trust. In such case, the applicant shall be informed in writing of the decision and the reasons for it, within twenty working days of such refusal. The Council must consider at its next meeting, any objection subsequently submitted by the applicant, but its decision shall then be final.
- 2.6. In the event of a member of the Trust making any public statement or taking action that, in the opinion of the Council, is against the aims, objects or interests of the Trust, the Council may suspend or cancel the membership of that person or organisation. In such case the Trust shall refund the balance of any subscription made, pro rata to the date of payment. Any member subject to such suspension or cancellation shall be informed and have a right to appeal, as defined in 2.5 above.
- 2.7. All members, except corporate members, shall be eligible to stand for election as a member of Council and a Trustee.
- 2.8. Neither membership nor any rights or privileges shall be transferable in any way.
- 2.9. Membership shall be terminated:
 - 2.9.1. On the death of the member or, if an organisation, it ceases to exist.
 - 2.9.2. On the written resignation of the member or organisation.
 - 2.9.3. If any subscription, or other sum due, is not paid in full within six calendar months of it falling due.
 - 2.9.4. If a member is suspended or had their membership terminated under the terms of paragraph 2.6 above.
- 2.10. Any amendment or variation of the rules governing membership shall be subject to approval by a General Meeting.

3. General Meetings.

- 3.1. The Trust shall hold a General Meeting each year as its Annual General Meeting, at a time and place determined by the Council, but not more than eighteen calendar months after the last preceding Annual General Meeting.
- 3.2. Any General Meeting other than the Annual General Meeting, shall be deemed to be an Extraordinary General Meeting.
- 3.3. The Council may call an Extraordinary General Meeting at any time.

- 3.4. All members of the Trust are entitled to attend and to vote at any General Meeting, subject to the limitations detailed in paragraphs 2.2 and 2.3.
- 3.5. The minimum periods of notice required, calling for a General Meeting are twenty-one clear days for an Annual General Meeting or for an Extraordinary General Meeting called to pass a resolution and fourteen clear days for all other Extraordinary General Meetings. Such notice shall be given to all members and to the Council and Auditors.
- 3.6. The notice shall specify the type of meeting, the date, time and place, but the proceedings of any meeting shall not be invalidated by any person failing to receive such notice, either by accidental omission or by circumstances beyond the control of the Trust.
- 3.7. No business shall be transacted at any General Meeting unless a quorum is present, which shall be twenty members, eligible to vote. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be adjourned to such time and place as the Council shall determine. Notice of at least seven clear days must be given for any meeting reconvened in this way.
- 3.8. If no quorum is present at the reconvened meeting within fifteen minutes of the appointed time, the members present shall be deemed to be a quorum for that meeting.

4. Proceedings at General Meetings.

- 4.1. The Chair of Council shall preside as Chair at every General Meeting. If there is no such Chair or if at any meeting the Chair is not present or is unwilling to preside, the Chair shall be taken by the current Vice Chair or, in their absence, by some other member of Council chosen by the members present.
- 4.2. The Chair may, with the consent of those present at any General Meeting at which a quorum is present, or if so directed by them, adjourn the meeting to such other time and place as the Chair shall decide.
- 4.3. If a General Meeting is adjourned for ten days or more, notice of the reconvened meeting shall be given in the same manner as the original meeting. Save as aforesaid, the members shall not be entitled to any further notice of the adjournment or the business to be transacted.
- 4.4. No business shall be transacted at a reconvened General Meeting, other than that which was notified on the agenda of the original meeting.
- 4.5. A resolution put to a vote at a General Meeting shall be decided by a show of hands unless, before or on the declaration of the result, a count of votes is demanded either by the Chair, or by at least two members having the right to vote.
- 4.6. The declaration of the Chair of the result of a vote shall be conclusive, unless a count of votes is demanded, and the result shall be recorded in the minutes of the meeting. With the consent of the Chair, a demand for a count of votes may be withdrawn before it is taken but this shall not invalidate the prior declared result of a show of hands. If a count of votes is taken it shall be in a manner and at a time and place directed by the Chair.
- 4.7. The demand for a count of votes shall not prevent the continuance of any other business on the agenda. The Chair may hold the count of votes poll immediately but, if delayed, at least seven clear days' notice shall be given, detailing the time and place at which the count of votes will be taken.
- 4.8. If there is an equality of votes the Chair shall have a casting vote, in addition to any other vote that he may have.

- 4.9. No member shall be entitled to vote at any General Meeting if they owe any money to the Trust, including their annual subscription.
- 4.10. Members may vote in person or by proxy, whether by a show of hands or in a count of votes. The appointment of a proxy shall be in a form agreed by the Council and shall be signed by the member.
- 4.11. The original signed proxy form must be delivered to the registered office of the Trust or to such other place specified in the notice convening the meeting not less than forty-eight hours before the time for holding the meeting or any adjourned meeting.
- 4.12. Any objection to the qualification of a voter, including votes by proxy, must be raised at the meeting at which the vote is tendered and the decision of the Chair on the matter shall be final.

5. Council of Management

- 5.1. The Council shall consist of not more than eighteen or less than six members of the Trust, including three Statutory Honorary Officers (Chair, Honorary Treasurer and Honorary Secretary) and Non-statutory Honorary Officers as may be determined by the Council from time to time.
- 5.2. Any President elected by the Trust may attend any meeting of the Council in an ex-officio capacity but shall not be entitled to vote on any issue arising, unless they are also a member of Council by reason of being so elected at a General Meeting, as an ordinary member.
- 5.3. Prospective candidates for the Council must be proposed by the Council as a whole or proposed by six individual members of the Trust.
- 5.4. In every year, one third of the members of Council shall retire from office at the Annual General Meeting but if the numbers of those eligible to retire is not three or a multiple of three, then the number nearest to one third shall retire.
- 5.5. The retiring members of Council shall be those who have been longest in office since their last election. All retiring members of Council shall be eligible for re-election.
- 5.6. At every Annual General Meeting, the members shall elect the members of Council in place of those retiring. Any member so elected shall be appointed a Trustee.
- 5.7. The Council shall, at its first meeting after the Annual General Meeting, elect a Chair, Vice-Chair, the Statutory Honorary Officers and those Non-statutory Honorary Officers that it shall consider necessary to serve for the forthcoming year or until the next Annual General Meeting. Any vacancy in any such office shall be filled by the Council at such time as it determines.
- 5.8. The Quorum necessary for the transaction of business at meetings of the Council shall be one third of the number of members of Council who are entitled to vote, or five members of Council who are entitled to vote whichever is the greater.
- 5.9. Decisions made at a meeting of the Council shall be by a show of hands. In the case of an equality of votes, the Chair shall have a second or casting vote.
- 5.10. At any time, the Council may co-opt additional members, but these shall not cause the prescribed maximum number to be exceeded. Any member appointed in this way shall retire from office at the next Annual General Meeting but shall then be eligible for election. Any member so co-opted shall be appointed a Trustee.

- 5.11. The Trust may from time to time in General Meeting increase or reduce the number of members of Council and authorise the actions necessary to effect such change.
- 5.12. The Trust may, by ordinary resolution, remove the President (if any) and any member of Council before the expiration of their relevant period of office and appoint another member in their place. Any replacement so appointed shall remain in office only as long as the member removed would have remained before having to stand for re-election.
- 5.13. Any member of Council shall cease to be a member and Trustee if:
 - 5.13.1. They are prohibited by virtue of any provision in the Act or otherwise by law, or are disqualified from acting as a Trustee under the Charities Act, or any statutory amendment of that Act.
 - 5.13.2. They cease to be a member of the Trust or become incapable of administering their own affairs or resign as a member of Council.
 - 5.13.3. They are deemed by a majority of other members of Council to have failed to have discharged properly their duties as a member of Council or as a Trustee.
 - 5.13.4. They have failed to attend half or more notified Council meetings within any twelve month period, or whatever longer period the Council may decide under special circumstances.
- 5.14. The Council may set up sub-groups or committees to consider specific subjects. Such groups shall act in an advisory capacity only and shall be responsible to the Council.
- 5.15. Minutes of all Council meetings shall be kept recording the proceedings and the appointment of officers made. Such minutes, when agreed, shall be signed by the Chair at the next succeeding meeting, which shall be sufficient evidence that they are a true record of the proceedings.
- 5.16. There shall be no age limit for members of Council and no member of Council shall be required to retire by reason of reaching a particular age.
- 5.17. The length of time that Trustees can serve in that role or Honorary Officers serve in their roles shall be subject to general rules on length of service determined by the Council from time to time.
- 5.18. A member of Council may not take part in any discussion, whether at a Council meeting or otherwise, if it is possible that a conflict may arise between their duty to act solely in the interests of the Trust and any personal interest, whether financial or not. Such potential conflict must be disclosed before the discussion commences.

6. Powers of Council

- 6.1. The Council shall manage the business of the Trust and may exercise all the powers of the Trust and regulate their proceedings as they think fit, but subject to any restrictions imposed by the Act, the Memorandum of Association, these Articles or any special resolution passed in a General Meeting.
- 6.2. No alteration of the Memorandum of Association or these Articles or any special resolution shall have retrospective effect so as to invalidate any prior act of the Council.
- 6.3. The Council may delegate any of its powers or functions to such individuals or groups as it considers necessary, subject to the Memorandum of Association and the remit of the

Trust's current Delegation Policy. Such delegation may be revoked by the Council at any time that it thinks fit.

- 6.4. The Council may from time to time, appoint such persons as they deem fit to be Honorary Vice Presidents of the Trust. Such Vice Presidents shall be appointed for life and not be subject to re-election, but not a member of Council by virtue of such appointment and office.

7. The Seal

The Common Seal of the Trust shall be used only by the authority of a resolution of the Council and in the presence of the Honorary Secretary and one other member of Council or, in the absence of the Honorary Secretary, in the presence of two other members of Council. The said members of Council and Honorary Secretary shall sign every instrument to which the Seal is affixed, and such signatures shall be conclusive evidence that the Seal has been properly affixed.

8. Accounts, Annual Reports & Returns

- 8.1. The Council shall have Accounts prepared for each financial year, as required by the Act. These shall show a true and fair view of the financial position of the Trust and follow current accounting standards, adhering to the current Charities Statements of Recommended Practice, published by the Charities Commission.
- 8.2. At the Annual General Meeting, the Council shall lay before the members each year an Income and Expenditure account. These shall be framed in accordance with any statutory requirements currently in force and accompanied by reports from the Council and the Auditors.
- 8.3. The books of accounts and all accounting records shall be kept at the registered office of the Trust or at such other place as the Council shall consider necessary. Such records and information shall be available for inspection by members of Council at all reasonable times.
- 8.4. Copies of the Accounts shall be submitted each year to Companies House and to the Charities Commission. Information shall be sent also to any other statutory bodies, as required by law.

9. Audit

- 9.1. At least once every year the Accounts of the Trust shall be examined and properly audited.
- 9.2. The Auditors shall be appointed by the members at a General Meeting and their duties regulated in accordance with the Act. Members of Council shall be regarded as the Directors designated in those sections of the Act.

10. Notices

- 10.1. A Notice given to a member as required by these Articles must be written or printed and may be given personally, sent by post to the recorded address of the member in the United Kingdom, or sent digitally to the most recently notified address.
- 10.2. A member present in person at any meeting of the Trust shall be deemed to have had notice of the meeting and the reason for which it has been called.

11. Indemnity

11.1. The Trust may indemnify every member of Council or officer or Auditor against liabilities as defined in Clause 4.17 of the Memorandum of Association of the Trust.

12. Appeals

12.1. Except for the circumstances referred to in Paragraph 2.5, any member of the Trust, whether a member of Council or not, who believe that they have been treated unfairly, may appeal to the Honorary Secretary and be referred to the designated Appeals Committee, whose decision shall be final.

13. Dissolution

13.1. Clause 8 of the Memorandum of Association of the Trust relating to the Winding-Up and Dissolution of the Trust shall have effect as though the said provisions of that clause were repeated in these Articles.

WE, the several persons whose Names are subscribed, are desirous of being formed into a Company in pursuance of these Articles of Association.

NAMES OF SUBSCRIBERS

CHRISTOPHER CADBURY

FREDERICK FINCHER

GEORGE CECIL LAMBOURNE

KENNETH HENRY SOUTHALL

STANLEY WALLIS ROGERS

JOHN F. BETTS

JOHN COLLIER PRIDHAM

DATED the 19th day of March 1968

WITNESS to the above signatures:

STANLEY BRIAN BOALER

These are the Articles of Association referred to in the Notice of Annual General Meeting of Members dated ?? 2019

.....signed by David John Mortiboys
Chair of Council