

**MEMORANDUM AND ARTICLES OF
ASSOCIATION
OF
YORKSHIRE WILDLIFE TRUST**

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COMPANIES ACTS 1985 AND SUBSEQUENT LEGISLATION.

COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION OF YORKSHIRE WILDLIFE TRUST

1 NAME

1.1 The name of the Charity is Yorkshire Wildlife Trust.

2 REGISTERED OFFICE

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

3 OBJECTS

3.1 The Objects for which the Charity is established are:

3.1.1 For the benefit of the public, to advance, promote and further the conservation maintenance and protection of:

- i) Wildlife and its habitats;
- ii) Places of natural beauty;
- iii) Places of zoological, botanical, geographical, archaeological or scientific interest;
- iv) Features of landscape with geological, physiographical, or amenity value in particular, but not exclusively, in ways that further biodiversity.

3.1.2 To advance the education of the public in:

- i) The principles and practice of sustainable development;
- ii) The principles and practice of biodiversity conservation.

3.1.3 To promote research in all branches of nature study and to publish the useful results thereof.

Sustainable development is primarily defined as 'Development that meets the needs of the present without compromising the ability of future generations to meet their own needs' (Brundtland Commission).

4 POWERS

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

4.1.1 to establish, purchase, form, own, maintain and improve sanctuaries, nature reserves or other facilities;

4.1.2 to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;

4.1.3 to publish or distribute information;

- 4.1.4 to promote, organise, carry out, support and participate in educational programmes, study days, courses, conferences, seminars and other educational events;
- 4.1.5 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.6 to acquire or hire property of any kind;
- 4.1.7 to accept donations and raise funds ; and to engage in limited primary purpose trading in furtherance of the objects of the Charity
- 4.1.8 to put before planning authorities such environmental considerations and information as may further the Objects;
- 4.1.9 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act);
- 4.1.10 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);
- 4.1.11 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) summaries of all transactions are reported to the Trustees at regular intervals;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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
 - (g) the financial expert must not do anything outside the powers of the Trustees;

- 4.1.12 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;
- 4.1.13 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.14 to support, administer or set up other charities;
- 4.1.15 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.16 to make grants or loans of money and to give guarantees;
- 4.1.17 to facilitate and manage the collection and use of biological records and other data relating to the natural world;
- 4.1.18 to enter into contracts to provide services to or on behalf of other bodies.
- 4.1.19 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;
- 4.1.20 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.21 to provide indemnity insurance to cover the liability of the directors which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not and provided also and any such insurance shall not exceed the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company;
- 4.1.22 to establish or acquire, sell or close subsidiary companies to assist or act as agents for the Charity, including trading subsidiary companies;
- 4.1.23 to advocate and campaign to influence changes in the law or public policy;
- 4.1.24 to promote or carry out research;
- 4.1.25 to provide advice;
- 4.1.26 to co-operate with other bodies;
- 4.1.27 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. There will be no distribution of profits to members, but:

5.1.1 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;

5.1.2 members who are not Trustees may be paid interest at a reasonable rate on money lent to the Charity;

5.1.3 members who are not Trustees may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity.

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

5.2.1 as mentioned in clauses 4.1.21 (indemnity insurance),

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

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

5.2.4 payment to any company in which a Trustee or connected person has no more than a 1 per cent shareholding; and

5.2.5 in exceptional cases, other payments or benefits (but only with the prior approval of the Charity Commission).

5.3 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:

5.3.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

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

5.3.3 not be counted in the quorum for that part of the meeting; and

5.3.4 not take part in the vote

6 LIMITED LIABILITY

6.1 The liability of members is limited.

7 GUARANTEE

- 7.1 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 £1.00 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:

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

8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3 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 INTERPRETATION

- 9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.

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

COMPANIES ACTS 1985 AND SUBSEQUENT LEGISLATION.

COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION OF YORKSHIRE WILDLIFE TRUST

1 MEMBERSHIP

- 1.1 The Charity must maintain a register of members.
- 1.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- 1.2.1 applies to the Charity in the form required by the Trustees;
 - 1.2.2 is acceptable to the Trustees; and
 - 1.2.3 consents to become a member either personally or (in the case of an organisation) through an authorised representative.
- 1.3 The Trustees may establish different classes of membership (including informal membership), prescribe their respective privileges and duties and set the amounts of any subscriptions.
- 1.4 Membership is terminated if the member concerned:
- 1.4.1 gives notice of resignation to the Charity;
 - 1.4.2 dies or (in the case of an organisation) ceases to exist;
 - 1.4.3 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
 - 1.4.4 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 and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.
- 1.5 Membership of the Charity is not transferable.

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally, or (in the case of a member organisation) by an authorised representative. General meetings are called on at least 21 clear days' notice to all members specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least 30.

- 2.3 If a quorum is not present
- 2.3.1 within half an hour from the time appointed for the meeting ; or
 - 2.3.2 during the meeting a quorum ceases to be present;
- the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 2.3.3 The Trustees must reconvene the meeting and must give at least seven clear days' notice of the reconvened meeting, stating the date, time and place of the meeting.
 - 2.3.4 If no quorum is present at the reconvened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum for that meeting.
- 2.4 The Chair of Trustees or (if the Chair is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 2.5 Except where otherwise provided by the Companies Act, every issue is decided by a majority of the votes cast. All votes shall be cast in person except where the Board of Trustees has authorised postal or electronic voting.
- 2.6 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or through an authorised representative has one vote on each issue.
- 2.7 Except at first, the Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 2.8 An AGM must be held in each subsequent year and not more than fifteen months may elapse between successive annual general meetings.
- 2.10 At an AGM the members:
- 2.10.1 receive the accounts of the Charity for the previous financial year;
 - 2.10.2 receive the Trustees' report on the Charity's activities during the previous financial year;
 - 2.10.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 2.10.4 elect Trustees to fill the vacancies arising according to the method of election decided in advance by the Trustees;
 - 2.10.5 authorise audit or other examination of the Charity's accounts, as required by legislation;
 - 2.10.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Life Vice-President of the Charity; and

- 2.10.7 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees.
- 2.11 Any general meeting which is not an AGM is an EGM.
- 2.12 An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least 50 members
- 3 The Trustees**
- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete will consist of at least 6 and not more than 21, (the number to be determined by the Board of Trustees annually in advance of the AGM) individuals, all of whom must be members and from these a Chairman will be elected by the Trustees.
- 3.3 Every Trustee before appointment or reappointment must sign a declaration of eligibility and willingness to act as a trustee of the Charity
- 3.4 Every Trustee shall be elected to serve for a period ending no later than the third AGM following their election.
- 3.5 At least one third of the Trustees must retire at each AGM. A retiring Trustee who remains qualified may be re-elected provided that any Trustee who has served in office continuously for 2 consecutive terms of office shall not be eligible for re-election until the AGM in the following year.
- 3.6 A Trustee's term of office automatically terminates if he or she:
- 3.6.1 is disqualified under the Charities Act from acting as a charity trustee;
 - 3.6.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.6.3 is absent without notice from 4 consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.6.4 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);
 - 3.6.5 resigns by written notice to the Trustees (but only if at least four Trustees will remain in office; if the number of Trustees falls below six, the remaining Trustees may act only to co-opt other Trustees);
 - 3.6.6 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.
- 3.7 The Trustees may at any time co-opt any individual who is qualified to be a Trustee to fill a vacancy in their number, as agreed for the year in question but a co-opted Trustee holds office only until the next AGM when they can seek election if they wish.

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

4 TRUSTEES' PROCEEDINGS

4.1 The Trustees must hold at least four meetings each year.

4.2 A quorum at a meeting of the Trustees shall be half their number.

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

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

4.5 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 each executed by one or more of the Trustees and may be sent by written or electronic communication and will be treated as passed on the date of the last signature.

4.6 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.

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

5 TRUSTEES' POWERS

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

5.1.1 to appoint a Secretary in accordance with the Companies Act;

5.1.2 to appoint a Chairman, Treasurer and other honorary officers;

5.1.3 to appoint a President, who is not necessarily from among their number, and up to four Vice Presidents, upon such terms and conditions as the Trustees shall think fit;

5.1.4 to delegate any of their functions as Trustees to committees consisting of two or more individuals appointed by them. All proceedings of committees must be reported fully and promptly to the Trustees;

5.1.5 to make standing orders consistent with the Memorandum, the Articles and the Companies Act and any other relevant legislation to govern proceedings at general meetings.

5.1.6 to make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees;

- 5.1.7 to make regulations consistent with the Memorandum, the Articles and the Companies Act and any other relevant legislation to govern the administration of the Charity and the use of its seal (if any);
- 5.1.8 to determine the voting procedure to be adopted at the AGM.
- 5.1.9 to establish procedures to assist the resolution of disputes or differences within the Charity;
- 5.1.10 to exercise any powers of the Charity which are not reserved to a general meeting.

6 RECORDS AND ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act and any other relevant legislation as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual returns;
 - 6.1.2 annual reports; and
 - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:
 - 6.2.1 all proceedings at general meetings;
 - 6.2.2 all proceedings at meetings of the Trustees;
 - 6.2.3 all reports of committees; and
 - 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may also be made available for inspection by members who are not Trustees subject to reasonable restrictions and upon payment of reasonable costs.
- 6.4 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.

7 NOTICES

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic communication or (where applicable to members generally) may be published in any suitable journal, newspaper or any journal distributed by the Charity, or on the Charity's website.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address shown in the register of members.

- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 7.3.1 48 hours after being sent by electronic communication, in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators
 - 7.3.2 48 hours after being sent by post or delivered by hand to that address;
 - 7.3.3 on the date of publication of a newspaper, journal or website containing the notice;
 - 7.3.4 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier, as soon as the member acknowledges actual receipt.
- 7.4 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.

8 DISSOLUTION

- 8.1 The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9 INTERPRETATION

- 9.1 In the Memorandum and in the 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;

Chairman means the chairman of the Trustees;

the Charity means the company governed by the Articles;

the Charities Act means the Charities Act 1993 and any subsequent legislation;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act;

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

the Commission means the Charity Commissioners for England and Wales;

the Companies Act means the Companies Act 1985 and any subsequent legislation;

connected person means any spouse, 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;

EGM means an extraordinary general meeting of the Charity;

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;

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;

informal membership refers to a supporter who may be called a 'member' but is not a company member of the Charity.

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

member and **membership** refer to company membership of the Charity;

Memorandum means the Charity's Memorandum of Association;

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 the Memorandum;

the President means the President of the Charity who is not a Trustee but is appointed by the Trustees.

Secretary means the company secretary of the Charity;

Signature – this includes verifiable written and electronic signatures

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 as defined in law at the time on paper including a fax message or electronic communication

year means calendar year.

9.2 Expressions defined in the Companies Act have the same meaning.

9.3 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.