

**COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE**

ARTICLES OF ASSOCIATION

-OF-

THE CHESHIRE WILDLIFE TRUST LIMITED

**DATE OF INCORPORATION: 24 OCTOBER 1962
COMPANY NUMBER: 00738693
CHARITY NUMBER: 214927**

REGISTERED OFFICE:

**BICKLEY HALL FARM
BICKLEY
MALPAS
CHESHIRE
SY14 8EF**

**BRABNERS LLP
REF: GDH
TEL: 0161 836 8800**

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1. Objects

The Charity's objects ("Objects") are specifically restricted to the following:

- 1.1. To promote and deliver the conservation, protection, improvement and expansion of the physical and natural environment, for the benefit of wildlife and the public of the United Kingdom; particularly in the Vice County 58 (the traditional County Palatine of Chester) and adjacent areas.
- 1.2. To advance the education and engagement of the public in the principles and practice of:
 - 1.2.1. Biodiversity conservation and enhancement;
 - 1.2.2. Sustainable living and development;;
 - 1.2.3. Nature based health and wellbeing initiatives; and
 - 1.2.4. Natural capital, and its protection, restoration and value to society.
- 1.3. To promote research in all branches of relevant scientific study and to publish the useful results thereof.

2. Powers

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

- 2.1. to establish, form, own, maintain and manage sanctuaries and reserves for the conservation and study, enjoyment and appreciation of wild plants and other vegetation, of the wild creatures living therein and of the geological and geomorphological features therein and to create and develop a public interest in their value and place in nature;
- 2.2. to promote, organise, carry out, support and participate in educational programmes, children's Wildlife Watch groups, study days, courses, conferences, seminars and other educational events;
- 2.3. to make submissions to planning authorities regarding environmental considerations and information as may further the Objects;
- 2.4. to provide advice or information;
- 2.5. to carry out research;
- 2.6. to co-operate with other bodies;
- 2.7. to support, administer or set up other charities;
- 2.8. to accept gifts and to raise funds (but not by means of taxable trading);

- 2.9. to borrow money;
- 2.10. to give security for loans or other obligations (but only in accordance with the restrictions imposed by the Charities Act);
- 2.11. to acquire or hire property of any kind;
- 2.12. to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 2.13. to set aside funds for special purposes or as reserves against future expenditure;
- 2.14. to deposit or invest its 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);
- 2.15. to delegate the management of investments to a financial expert, but only on terms that:
 - 2.15.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 2.15.2. timely reports of all transactions are provided to the Trustees;
 - 2.15.3. the performance of the investments is reviewed regularly with the Trustees;
 - 2.15.4. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 2.15.5. the investment policy and the delegation arrangement are reviewed at least once a year;
 - 2.15.6. 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
 - 2.15.7. the financial expert must not do anything outside the powers of the Charity;
- 2.16. to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the direction of the Trustees or controlled by a financial expert acting under their instructions, and to pay any reasonable fee required;
- 2.17. to deposit documents and physical assets with any company registered or having a place of business in England or Wales as custodian, and to pay any reasonable fee required;
- 2.18. to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 2.19. subject to Article 6.3, to employ paid or unpaid agents, staff or advisers;
- 2.20. so far as permitted by law, to provide indemnity insurance to cover the liability of the Trustees 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 Charity;
- 2.21. to enter into contracts to provide services to or on behalf of other bodies;
- 2.22. to establish or acquire subsidiary companies, including a trading subsidiary;
- 2.23. to do anything else within the law which promotes or helps to promote the Objects.

3. Trustees

- 3.1. The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2. The Trustees when complete consist of at least three and not more than sixteen individuals. A Trustee may not act as a Trustee unless he she:

- 3.2.1. is over the age of 16 years;
 - 3.2.2. is a Member; and
 - 3.2.3. has signed a written declaration confirming his / her eligibility and willingness to act as a charity trustee of the Charity.
- 3.3. Trustees are elected by the Members for a term not exceeding three years, or co-opted by the Trustees in accordance with Article 3.4.
- 3.4. The Trustees may at any time co-opt any individual who is eligible as a Trustee to fill a vacancy in their number or (subject to the maximum number permitted by these Articles) as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 3.5. A retiring Trustee, or a Trustee whose term of office has come to an end, who is eligible may be re-appointed provided that no Trustee may hold office as such for more than three consecutive terms of office unless authorised to do so by a resolution passed by a majority of two thirds of the Trustees in accordance with any rules or bye laws established by the Trustees in relation to such re-appointments. In the absence of any such resolution, a Trustee who has served for three consecutive terms of office will only be eligible for reappointment as a Trustee after a period of two years has expired since the end of their third consecutive term.
- 3.6. A Trustee's term of office as such automatically terminates if he / 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 / her own affairs;
 - 3.6.3. is absent without permission from three consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.6.4. resigns by written notice to the Trustees (but only if at least four Trustees will remain in office);
 - 3.6.5. is removed by resolution passed by the Trustees present and voting at a meeting of the Trustees on the basis that it is in the best interests of the Charity for the Trustee concerned to be removed but only after the meeting has invited the written views of the Trustee concerned and considered the matter in the light of any such views; or
 - 3.6.6. is removed by the Members at a general meeting under the Companies Act.
- 3.7. The Trustees may act notwithstanding any vacancy in their number provided always that if the number of Trustees shall at any time be less than the minimum number set out in these Articles, it shall be lawful for the continuing Trustees to act for the purpose of filling vacancies or of calling a general meeting but not for any other purpose.
- 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 three meetings each year.
- 4.2. A quorum at a meeting of the Trustees is at least three or half of the Trustees in office, whichever is the greater.
- 4.3. 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 but at least one meeting in each year must be held in person.
- 4.4. The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Vice-Chair is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.

- 4.5. Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees entitled to receive notice of a meeting (other than any Conflicted Trustee who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 4.6. Every Trustee has one vote on each issue but in case of an equality of votes, the chair of the meeting shall have a second or casting vote.
- 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

The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:

- 5.1. To appoint (and remove) any person (who may be a Trustee) to act as Secretary in accordance with the Companies Act.
- 5.2. To appoint (and remove) a Chair, Vice-Chair, a Treasurer and other honorary officers from among their number for such term or terms of office as the Trustees shall determine.
- 5.3. To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 5.4. To delegate to any Trustee (or Trustees) and / or any member of the executive team responsibility for taking the lead on specific tasks or projects that might arise in relation to the Charity from time to time provided that the terms of any such delegation are approved by the Trustees and the Trustee (or Trustees) and / or member of the executive team concerned provides regular reports to the Trustees.
- 5.5. To make rules or bye laws consistent with the Memorandum, the Articles and the Companies Act to govern (without limitation):
 - 5.5.1. any process relating to the nomination and appointment of Trustees;
 - 5.5.2. any process relating to the removal of Trustees;
 - 5.5.3. proceedings of the Trustees and proceedings of committees;
 - 5.5.4. the administration of the Charity;
 - 5.5.5. any process relating to the admission and removal of Members;
 - 5.5.6. proceedings at general meetings;
 - 5.5.7. the appointment, term of office and removal of any honorary officer;
 - 5.5.8. any procedures for the resolution of disputes or differences within the Charity.
- 5.6. To establish a code or codes of conduct setting out standards of conduct required of Trustees, Members, employees, volunteers and others involved in the Charity.
- 5.7. To exercise any powers of the Charity which are not reserved to the Members.

6. Benefits and Conflicts

- 6.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the Members but:
 - 6.1.1 Members, Trustees and Connected Persons may be paid interest at a reasonable rate on money lent to the Charity;

- 6.1.2 Members, Trustees and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
 - 6.1.3 Members, Trustees and Connected Persons may receive charitable benefits on the same terms as any other members of the beneficial class.
- 6.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 6.2.1 as mentioned in Articles 6.1 or 6.3;
 - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
 - 6.2.3 the benefit of indemnity insurance as permitted by the Charities Act;
 - 6.2.4 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 6.2.5 in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval or affirmation of the Members).
- 6.3 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 6.2.5, but any Trustee or Connected Person may enter into a written contract with the Charity, as permitted by the Charities Act, to supply goods or services in return for a payment or other material benefit but only if:
- 6.3.1 the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;
 - 6.3.2 the nature and level of the remuneration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 6.4; and
 - 6.3.3 fewer than half of the Trustees are subject to such a contract in any financial year.
- 6.4 Any Trustee who becomes a Conflicted Trustee in relation to any matter must:
- 6.4.1 declare the nature and extent of his or her interest before discussion begins on the matter;
 - 6.4.2 withdraw from the meeting for that item after providing any information requested by the Trustees;
 - 6.4.3 not be counted in the quorum for that part of the meeting; and
 - 6.4.4 be absent during the vote and have no vote on the matter.
- 6.5 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

7. Records and Accounts

- 7.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:
- 7.1.1 annual returns;
 - 7.1.2 annual reports; and
 - 7.1.3 annual statements of account.
- 7.2 The Trustees must also keep records of:
- 7.2.1 all proceedings at meetings of the Trustees;
 - 7.2.2 all resolutions in writing;

- 7.2.3 all reports of committees; and
 - 7.2.4 all professional advice obtained.
- 7.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.
- 7.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

8. Membership

- 8.1 The Charity must maintain a Register of Members.
- 8.2 Membership is open to any individual or organisation interested in furthering the Objects and approved by the Trustees.
- 8.3 The Trustees may only refuse an application for Membership if, acting reasonably and properly, they consider it to be in the best interests of the Charity to refuse the application.
- 8.4 The form, procedure and any criteria for applying for Membership is to be prescribed by the Trustees.
- 8.5 Each Member shall pay to the Charity such single or annual or other periodic subscriptions and accept such terms and conditions of Membership or any changes therein and shall pay such other fees or sums in respect of the use of any of the facilities activities or services of the Charity as the Trustees may from time to time determine. The Trustees shall have discretion to change the amount of such subscriptions or fees where it feels this is appropriate, having considered the circumstances of the person(s) concerned.
- 8.6 Membership is not transferable.
- 8.7 A Member shall cease to be a Member:
- 8.7.1 if the Member resigns by written notice to the Charity before the date on which his, her or its annual subscription is due to expire in any year unless, after the resignation, there would be less than two Members;
 - 8.7.2 if, at a meeting of the Trustees at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least 14 clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion, and has been afforded a reasonable opportunity of being heard by or of making representations to the Trustees;
 - 8.7.3 if any sum due from the member to the Charity is not paid in full within six months of it falling due;
 - 8.7.4 if the Member dies or otherwise ceases to exist.
- 8.8 The following provisions apply to any organisation that is a Member ("a Member Organisation"):
- 8.8.1 a Member Organisation may nominate any individual to act as its representative ("authorised representative") at any general meeting of the Charity

- 8.8.2 the Member Organisation must give notice in writing to the Charity of the name of its authorised representative. The authorised representative will not be entitled to represent the Member Organisation at any meeting of the Charity unless such notice has been received by the Charity. The authorised representative may continue to represent the Member Organisation until notice in writing is received by the Company to the contrary;
 - 8.8.3 an individual appointed by a Member Organisation to act as its authorised representative is entitled to exercise (on behalf of the Member Organisation) the same powers as the Member Organisation could exercise if it were an individual member;
 - 8.8.4 on a vote on a resolution at a meeting of the Charity, the authorised representative has the same voting rights as the Member Organisation would be entitled to if it was an individual Member present in person at the meeting.
- 8.9 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

9. General Meetings

- 9.1 Members are entitled to attend general meetings in person, by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting) or, in the case of a Member that is an organisation, by way of an authorised representative.
- 9.2 General meetings are called on at least 14 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.
- 9.3 No business shall be transacted at any general meeting unless a quorum is present. A quorum is:
 - 9.3.1 Thirty Members present in person or by proxy (or in the case of an organisation that is a Member, by way of its authorised representative) and entitled to vote upon the business to be conducted at the meeting; or
 - 9.3.2 if one tenth of the total number of members is less than 30, one tenth of the total number of Members present in person or by proxy (or in the case of an organisation that is a Member, by way of its authorised representative) and entitled to vote upon the business to be conducted at the meeting.
- 9.4 The Chair or (if the Chair is unable or unwilling to do so) the Vice-Chair or (if the Vice-Chair is unable or unwilling to act) some other Member chosen by the Members present presides at each meeting.
- 9.5 Except where otherwise provided by the Articles or the Companies Act, every issue is decided by ordinary resolution.
- 9.6 Every Member present in person, by proxy or by way of an authorised representative has one vote on each issue.
- 9.7 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 9.8 The Charity must hold an AGM in every year. Members must annually:
 - 9.8.1 receive the accounts of the Charity for the previous financial year;
 - 9.8.2 receive a written report on the Charity's activities;

- 9.8.3 be informed of the retirement of those Trustees who wish to retire or whose terms of office have come to an end;
 - 9.8.4 elect Trustees to fill the vacancies arising;
 - 9.8.5 appoint reporting accountants or auditors for the Charity.
- 9.9 A general meeting may be called by the Trustees at any time and must be called within 21 days of a written request from one or more Trustees (being Members), at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership.
- 9.10 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a Written Resolution.

10. Limited Liability

The liability of Members is limited.

11. Guarantee

Every Member of the Charity promises, if the Charity is dissolved while he or she or it is a Member or within twelve months after he or she or it ceases to be a Member, to contribute such sum (not exceeding £2) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Charity incurred before he or she or it ceases to be a Member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

12. Communications

- 12.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:
- 12.1.1 by hand;
 - 12.1.2 by post; or
 - 12.1.3 by suitable electronic means.
- 12.2 The only address at which a Member is entitled to receive notices sent by post is an address in the UK shown in the Register of Members.
- 12.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 12.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 12.3.2 two clear days after being sent by first class post to that address;
 - 12.3.3 three clear days after being sent by second class or overseas post to that address;
 - 12.3.4 immediately on being handed to the recipient personally; or, if earlier,
 - 12.3.5 as soon as the recipient acknowledges actual receipt.
- 12.4 A technical defect in service of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

13. Dissolution

- 13.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- 13.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

- 13.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects;
- 13.1.3 in such other manner consistent with charitable status as the Commission approves in writing in advance.

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

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

14. Interpretation

14.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which do not apply to the Charity.

14.2 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 and ‘Article’ refers to a particular Article;

‘authorised representative’ means any individual nominated by a Member that is an Organisation to act as its representative at any meeting of the Charity in accordance with Article 8.8;

‘Chair’ means the chair of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Acts 1992 to 2016;

‘charity trustee’ has the meaning prescribed by the Charities Act;

‘clear day’ does not include the day on which notice is given or the day of the meeting or other event;

‘the Commission’ means the Charity Commission for England and Wales or any body which replaces it;

‘the Companies Act’ means the Companies Act 2006;

‘Conflicted Trustee’ means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;

‘Connected Person’ means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee’s family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee’s only connection is an interest consisting of no more than 1% of the voting rights;

‘constitution’ means the Memorandum and the Articles and any special resolutions relating to them;

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

'electronic means' refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;

'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 act or omission amounts to a criminal offence or 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, direct or indirect, which may not be financial but has a monetary value;

'Member' and 'Membership' refer to 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 which holds title to property for another;

'ordinary resolution' means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;

'the Objects' means the Objects of the Charity as defined in Article 1;

'Resolution in writing' means a written resolution of the Trustees;

'Secretary' means a company secretary;

'special resolution' means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the voting power;

'taxable trading' means carrying on a trade or business in such manner or on such a scale that some or all of the profits 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 a document sent by electronic means which is capable of being printed out on paper;

'written resolution' refers to an ordinary or a special resolution which is in writing;

'year' means calendar year.

14.3 Expressions not otherwise defined which are defined in the Companies Act have the

same meaning.

- 14.4 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.