

Number of Company: **1612249**

The Companies Acts 1948 to 2006

Company Limited by Guarantee and not having a Share Capital

Memorandum and Articles of Association

of

Montgomeryshire Wildlife Trust¹

Incorporated the 26th day of January 1982.

Registered Charity Number: **512390**

¹ * At an extraordinary meeting held in November 1992, the Montgomery Trust for Nature Conservation changed its name to the Montgomeryshire Wildlife Trust.

Company Limited by Guarantee and Not Having a Share Capital

Memorandum of Association

of

The Montgomeryshire Wildlife Trust Limited^{2 3}

1. The name of the Company (hereinafter called "the Trust") is "The Montgomeryshire Wildlife Trust Limited"
2. The registered office of the Trust will be situate in WALES
3. **The objects for which the Association is established are:-**

To promote for the benefit of the public the conservation protection and improvement of the physical and natural environment by promoting biological diversity in particular by:

- a) promoting the conservation of wildlife species and their habitats;
- b) establishing, owning, leasing, maintaining, and managing nature reserves and other wildlife habitats in order to safeguard wild creatures of any description living therein;
- c) studying and preserving places of ecological interest;
- d) promoting public understanding and support of and involvement with the natural world by engagement with community organisations and educational establishments;
- e) advancing knowledge in these fields by research, recording and howsoever otherwise.

4. Powers

4.1 In addition to any other powers it may have, the Trust has the following powers in order to further the Objects, but not for any other purpose:

- a) to raise funds. In doing so, the Trust must not undertake any taxable permanent trading activity and must comply with any relevant statutory regulations;
- b) to buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Trust. In exercising this power, the Trust must comply as appropriate with the most up to date legislation;
- d) to borrow money and to charge the whole or any part of the property belonging to the Trust as security for repayment of the money borrowed. The Trust must comply as appropriate with the most up to date legislation, if it wishes to mortgage land;

² * At an extraordinary meeting held in November 1992, the Montgomery Trust for Nature Conservation changed its name to the Montgomeryshire Wildlife Trust.

³ All rules and bye-laws which define the values relating to these Memorandum and Articles are defined in a separate document: Montgomeryshire Wildlife Trust, Governance Handbook.

- e) To tender advice to, or seek co-operation from, or otherwise make arrangements with any person or body of persons whether corporate or unincorporate with a view to promoting the objects of the Trust.
- f) to establish or support any charitable trusts, associations or institutions formed for any of the charitable purposes included in the Objects;
- g) to acquire, merge with or to enter into any partnership or joint venture arrangement with any other charity formed for any of the Objects of the Trust;
- h) to set aside income as a financial reserve against future expenditure but only in accordance with a written policy about financial reserves and agreed on the basis of a financial risk assessment;
- i) to employ and remunerate such staff as are necessary for carrying out the work of the Trust. The Trust may employ or remunerate a Trustee only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- j) to:
 - I. deposit or invest funds;
 - II. employ a professional fund-manager; and
 - III. arrange for the investments or other property of the Trust to be held in the name of a nominee; in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- k) to provide indemnity insurance for the Trustees or any other officer of the Trust in relation to any such liability as is mentioned in 4.2, but subject to the restrictions specified in 4.3;
- l) to pay out of the funds of the Trust the costs of forming and registering the Trust both as a company and as a charity;
- m) making grants or donations in furtherance of any of these objects;
- n) to do all such other lawful things as are necessary for the achievement of the Objects.

4.2 The liabilities referred to in sub-clause (4.1)(k) are:

- a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default breach of duty or breach of trust of which he or she may be guilty in relation to the Trust;
- b) the liability to make a contribution to the Trust's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading) (or any statutory re-enactment or modification of that provision).

4.3 (a) The following liabilities are excluded from sub-clause (4.2)(a):

- a) fines;
 - b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - c) liabilities to the Trust that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Trust or about which the person concerned did not care whether it was in the best interests of the Trust or not.
- (b) There is excluded from sub-clause 4.2(b) any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Trust (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Trust would avoid going into insolvent liquidation.

5. Income and Property

- 5.1** The income and property of the Trust shall be applied solely towards the promotion of the Objects.
- 5.2** (a) A Trustee is entitled to be reimbursed from the property of the Trust or may pay out of such property: reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
(b) Subject to the restrictions in **5.4**, a Trustee may benefit from trustee indemnity insurance cover purchased at the Trust's expense.
(c) A Trustee may receive an indemnity from the Trust in the circumstances specified in Article 34.
- 5.3** None of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member of the Trust. This does not prevent a Member who is not also a Trustee receiving:
(a) a benefit from the Trust in the capacity of a beneficiary of the Trust;
(b) reasonable and proper remuneration for any goods or services supplied to the Trust.
- 5.4 No Trustee may:**
(a) buy any goods or services from the Trust except where no conflict of interest or risk to the assets of the Trust arise;
(b) sell goods, services, or any interest in land to the Trust;
(c) be employed by, or receive any remuneration from the Trust;
(d) receive any other financial benefit from the Trust;
unless:
(i) the payment is permitted by sub-clause (5.5); does not exceed an amount that is reasonable in all the circumstances and does not result in a majority of the Trustees having received a financial benefit from the Trust; or
(ii) the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5.5 A Trustee may:**
(i) A Trustee may receive a benefit from the Trust in the capacity of a beneficiary of the Trust.
(ii) A Trustee may enter into a contract for the supply of goods or services to the Trust where that is permitted in accordance with, and subject to the conditions in the section corresponding to section 73A of the Charities Act 1993 in the latest act.
(iii) A Trustee may receive interest on money lent to the Trust at a reasonable and proper rate which must be 2% (or more) per annum below the base rate of a clearing bank to be selected by the Trustees.
(iv) A company of which a Trustee is a member (shareholder) may receive fees remuneration or other benefit in money or money's worth provided that the shares of the company are listed on a recognised stock exchange and the Trustee holds no more than 1% of the issued capital of that company.
(v) A Trustee may receive rent for premises let by the Trustee to the Trust if the amount of the rent and the other terms of the lease are reasonable and proper and provided that such a Trustee shall withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
(vi) The Trustees may arrange for the purchase, out of the funds of the Trust, of insurance designed to indemnify the Trustee in accordance with the terms of, and subject to the conditions of the most up to date legislation.

In respect of the above, the employment or remuneration of a Trustee includes the engagement or remuneration of any firm or company in which the Trustee is:

- (i) a partner;
- (ii) an employee;
- (iii) a consultant;
- (iv) a director; or
- (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

5.6 In sub-clauses 5.2 – 5.5 of this clause 5:

a) "Trust" shall include any company in which the Trust:

- holds more than 50% of the shares; or
- controls more than 50% of the voting rights attached to the shares; or
- Has the right to appoint one or more directors to the Board of the company;

b) "Trustee " shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner.

5.7 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in this memorandum or the articles, the unconflicted Trustees may authorise such a conflict of interests where any or all the following conditions apply:

- (a) the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
- (b) the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustee is present at the meeting;
- (c) the unconflicted Trustees consider it is in the interests of the Trust to authorise the conflict of interest in the circumstances applying.

6. The liability of the Trustees is limited.

7. Every member of the Trust undertakes to contribute to the assets of the Trust. In the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1 (one pound).

8. Dissolution

8.1 The Trustees of the Trust may at any time before, and in expectation of, its dissolution resolve that any net assets of the Trust after all its debts and liabilities have been paid, or provision made for them, shall on or before the dissolution of the Trust be applied or transferred in any of the following ways:

- (a) Directly for the Objects, or
- (b) By transfer to The Royal Society of Wildlife Trusts or any Trust or charities for purposes similar to the Objects: or
- (c) To any charity for use for particular purposes that fall within the Objects.

8.2 Subject to any such resolution of the Members of the Trust, the Trustees of the charity may at any time before and in expectation of its dissolution resolve that any assets of the Trust after all its debts and liabilities have been paid, or provision made for them, shall on dissolution of the charity be applied or transferred:

- (a) Directly for the Objects, or
- (b) By transfer to the Royal Society of Wildlife Trusts or any charity or charities for purposes similar to the Objects; or
- (c) To any charity or charities for use for particular purposes that fall within the Objects.

- 8.3** In no circumstances shall the net assets of the Trust be paid to or distributed among the Members of the Trust (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Trustees the net assets of the Trust shall be applied as directed by the court or Commission.

9. We, the persons whose names and addresses are written below, wish to be formed into a company under this Memorandum of Association.

[The persons whose signatures, names and addresses are written at the end of the Memorandum will be the first Members of the Company.]

CHARLES RICHARD CHURCHILL,
GARTHMYL HALL, MONTGOMERY, POWYS

RETIRED SOLICITOR.

GRAHAM ANTHONY WILLIAMS
TITHEBARN COTTAGE, TREGYNON, NEWTOWN, POWYS

RESERVES MANAGER (WALES) FOR THE ROYAL SOCIETY FOR THE PROTECTION OF
BIRDS

Dated this 26th day of January, 1982

Witness to -the above Signatures:-

VALERIE RUSHTON,
ERWFELIN, BRYN LANE, NEWTOWN, POWYS

The Companies Acts 1985 and 2006
Company Limited by Guarantee and not having a Capital Share

Articles of Association

of

The Montgomeryshire Wildlife Trust Limited

General

1. Interpretation.

In these articles:

"the Act" means The Companies Act 1948

"the 1985 Act" means the Companies Act 1985;

"the 2006 Act" means the Companies Act 2006;

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a text message number in each case registered with the Trust;

"Member" means a subscribing member of the Trust (Reference Article 2);

"the Trust" means the company intended to be regulated by these articles;

"clear days" in relation to the period of a notice means a period excluding:

- the day when the notice is given or deemed to be given; and
- the day for which it is given or on which it is to take effect;

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

"the memorandum" means the memorandum of association of the Trust;

"the Trust" means the above-named Trust.

"the Council" means the Council of Management for the time being of the Trust.

"the Office" means the registered office of the Trust.

"officers" includes the Trustees and the secretary;

"the seal" means the common seal of the Trust if it has one;

"secretary" means the secretary of the Trust or any other person appointed to perform the duties of the secretary of the Trust, including a joint, assistant or deputy secretary;

"the Trustees " means the directors of the Trust. The directors are charity trustees as defined by Section 97 of the Charities Act 1993;

"the United Kingdom" means Great Britain and Northern Ireland; and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires words or expressions contained in these articles have the same meaning as in the 1985 Act or the 2006 Act but excluding any statutory modification not in force when this constitution becomes binding on the charity.

Apart from the exception mentioned in the previous paragraph a reference to an Act of Parliament includes any statutory modification or re-enactment of it for the time being in force.

The provisions of the Memorandum to the extent that they could have been contained in the Articles shall take effect as though repeated here.

2. Members.

- 2.1** The subscribers to the memorandum are the first Members of the Trust.
- 2.2** Membership is open to other individuals or organisations interested in furthering the charitable objects of the Trust who:
 - (a) apply to the Trust in the form required by the Trustees;
 - (b) give to the Trust such subscriptions as may be set from time to time by the Council and
 - (c) are approved by the Trustees.
- 2.3** (a) 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 Trust to refuse the application.
 - (b) The Trustees must inform the applicant in writing of the reasons for the refusal within twenty-one days of the decision.
 - (c) The Trustees must consider any written representations the applicant may make about the decision. The Trustees' decision following any written representations must be notified to the applicant in writing but shall be final.
- 2.4** Membership is not transferable to anyone else.
- 2.5** The Trustees must keep a register of names and addresses of the Members.

3. Classes of Membership.

The Council shall have power to elect associate, corporate, junior or other special or restricted class of Members. Any such election as aforesaid shall be upon such terms and subject to such regulations as the Council may, from time to time, deem advisable.

4. Termination of Membership

Membership is terminated if the Member concerned:

- 4.1** dies or, if it is an organisation, ceases to exist;
- 4.2** resigns by written notice to the Trust unless, after the resignation, there would be less than two Members;
- 4.3** is more than 6 months in arrear in paying the relevant subscription, if any (but in such a case of the Member may be reinstated on payment of the amount due), or
- 4.4** is removed from membership by a resolution of the Trustees that it is in the best interests of the Trust that his or her membership is terminated. A resolution to remove a Member from membership may only be passed if:
 - (a)** the Member has been given at least twenty-one days' notice in writing of the meeting of the Trustees at which the resolution will be proposed and the reasons why it is to be proposed;
 - (b)** the Member or, at the option of the Member, the Member's representative (who need not be a member of the Trust) has been allowed to make representations to the meeting.
- 4.5** (a) Any refusal or neglect by any Member to comply with these presents or the regulations of the Trust or who fails to abide by the terms of any agreement relating to Members or the provision of facilities entered into by the Council on behalf of the Trust or the committing of conduct considered by the Council in its absolute discretion to be disgraceful or opposed to the general interests of the Trust shall render the Member concerned liable to suspension or expulsion from the Trust on the passing of a resolution to that effect by the Council.
 - (b) Members suspended or expelled under these presents shall forfeit all rights in and claims upon the Trust or its property.

5. GENERAL MEETINGS

- 5.1** The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting and so long as the Trust holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.
- 5.2** All General Meetings, other than Annual Meetings, shall be called Extraordinary General Meetings.
- 5.3** The Council may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by the most up to date legislation.
- 5.4** The Trustees may call a General Meeting at any time.

6. Notice of General Meetings.

- 6.1** The minimum periods of notice required to hold a General Meeting of the Trust are:
 - (a) twenty-one clear days for an annual General Meeting or a General Meeting called for the passing of a special resolution;
 - (b) fourteen clear days for all other General Meetings.
- 6.2** The notice must specify the date time and place of the meeting and the nature of the business to be transacted. If the meeting is to be an annual General Meeting, the notice must say so. The notice must also contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and article 12 of these articles.
- 6.3** The notice must be given to all the Members and to the Trustees and auditors.

7. The proceedings

The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Trust.

8. Proceedings at General Meetings

- 8.1** No business shall be transacted at any General Meeting unless a quorum is present.
- 8.2** A quorum is a number of Members present in person or by proxy and entitled to vote upon the business to be conducted at the meeting as decided by council from time to time.
- 8.3** The authorised representative of a Member organisation shall be counted in the quorum.
- 8.4** All business shall be deemed special that is transacted at an Extraordinary General Meeting.
- 8.5** All business transacted at an Annual General Meeting apart from the consideration of the income and expenditure account and balance sheet, the reports of the Council, the reports of the Auditors, the election of members of the Council in the place of those retiring, and the appointment of, and the fixing of the remuneration of the Auditors shall be deemed special.

9. Meeting Quorum

- 9.1** If:
 - (a) a quorum is not present within half an hour from the time appointed for the meeting; or
 - (b) during a meeting a quorum ceases to be present;the meeting shall be adjourned to such time and place as the Trustees shall determine.
- 9.2** 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.

- 9.3** 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 in person or by proxy at that time shall constitute the quorum for that meeting.

10. Meeting Etiquette

- 10.1** The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the President of the Trust shall preside or if the President is not present⁴ the Members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some Member of the Trust who shall be present to preside.
- 10.2** The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
- 10.3** The members present in person or by proxy at a meeting may resolve by ordinary resolution that the meeting shall be adjourned.
- 10.4** The person who is chairing the meeting must decide the date time and place at which the meeting is to be reconvened unless those details are specified in the resolution.
- 10.5** No business shall be conducted at a reconvened meeting unless it could properly have been conducted at the meeting had the adjournment not taken place.
- 10.6** If a meeting is adjourned by a resolution of the members for more than seven days, at least seven clear days' notice shall be given of the reconvened meeting stating the date time and place of the meeting.

11. Votes of members

- 11.1** Each individual Member shall have one vote only and there shall be one vote only for each family in the case of family Members and each group in the case of group Members; unless in a class of special or restricted membership.
- 11.2** Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the person who is chairing the meeting shall be final.
- 11.3** Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded:
(a) by the person chairing the meeting or
(b) by at least two Members present in person or by proxy and having the right to vote at the meeting or
- 11.4** In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall be entitled to a second or casting vote.
- 11.5** **(a)** the declaration by the person who is chairing the meeting of the result of a vote by a show of hands shall be conclusive unless a poll is demanded.
(b) The result of the vote must be recorded in the minutes of the Trust but the number or proportion of votes cast need not be recorded.
- 11.6** **(a)** A demand for a poll may be withdrawn before the poll is taken, but only with the consent of the person who is chairing the meeting.
(b) If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 11.7** **(a)** A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be Members) and who may fix a time and place for declaring the results of the poll.

⁴ (inserted following the Annual General Meeting held on 27th October 1997)

- (b) The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 11.8** (a) A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately.
(b) A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.
(c) The poll must be taken within thirty days after it has been demanded.
(d) If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
(e) If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 11.9** Save as herein expressly provided, no Member other than a Member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.
- 11.10** Votes may be given on a poll either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative appointed as provided by the most up to date legislation. A proxy need not be a Member.
- 12. Proxies: appointment and voting.**
- 12.1** Any Member is entitled to appoint another person as a proxy to exercise all or any of the Member's rights to attend and to speak and vote at a General Meeting of the Trust. This will be enacted in line with the Companies Act as set out in the Trust's Standing Instructions.
- 12.2** The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation, under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
- 12.3** The form of such proxy shall be as defined in the bye-laws⁵ current at the time of writing.
- 13. Trustees and Council of Management**
- 13.1** A Trustee must be a natural person aged 18 years or older.
- 13.2** No one may be appointed a Trustee if he or she would be disqualified from acting under the provisions of Article 17.
- 13.3** Unless otherwise determined by a General Meeting, the number of the members of the Council shall not be less than eight nor more than twenty.
- 13.4** The first members of the Council shall be the subscribers to the Memorandum of Association.
- 13.5** A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.
- 13.6** Any casual vacancy in the Council may be filled up by the Council, and the Council may from time to time and at any time appoint additional members of the Council from amongst the Members of the Trust up to the prescribed maximum. Any Member appointed under this Article shall retire from office at the next Annual General Meeting, but shall be eligible for re-election.
- 13.7** No person who is not a Member of the Trust shall in any circumstances be eligible to hold office as a member of the Council.
- 13.8** The Trust may from time to time in General Meeting increase or reduce the number of Members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase. Without prejudice to any statutory provision for the time being in force relating to the removal of Members of the Council by Ordinary

⁵ Bye-laws are defined in the Montgomeryshire Wildlife Trust Governance Handbook.
Version 1.1

Resolution, the Trust may by Extraordinary Resolution remove any Member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified Member in his stead. Any person so appointed shall retain his office until the Member in whose place he is appointed would have held the same if he had not been removed.

- 13.9** The Council may from time to time appoint a President and Vice-Presidents of the Trust. Such Patron and Vice-Presidents shall hold office for such periods and perform such duties as the Council shall from time to time determine. The President and Vice-Presidents, though not ex-officio Members of the Council nor entitled to vote at Council Meetings, shall be entitled to receive notice of, to attend and to speak at Council Meetings and shall be eligible for election to Membership of the Council.

14. Powers of the Council

- 14.1** The Trustees shall manage the business of the Trust and may exercise all the powers of the Trust unless they are subject to any restrictions imposed by the 1985 Act or the 2006 Act, the memorandum, these articles or any special resolution.
- 14.2** No alteration of the memorandum or these articles or any special resolution shall have retrospective effect to invalidate any prior act of the Trustees.
- 14.3** Any meeting of Trustees at which a quorum is present (Article 20) at the time the relevant decision is made may exercise all the powers exercisable by the Trustees.

15. Duration of Tenure and Retirement of Trustees

- 15.1** Trustees shall retire in rotation after a period set by Council from time to time.
- 15.2** If a Trustee is required to retire at an Annual General Meeting by a provision of these articles the retirement shall take effect upon the conclusion of the meeting.

16. The Appointment of Trustees.

The Trust may by ordinary resolution:

- 16.1** appoint a person who is a member and is willing to act to be a Trustee; and
- 16.2** determine the rotation in which any additional Trustees are to retire.
- 16.3** No person other than a Trustee retiring by rotation may be appointed a Trustee at any General Meeting unless:
- 16.4** he or she is recommended for re-election by the Trustees; or
- 16.5** not less than fourteen nor more than thirty-five clear days before the date of the meeting, the Trust is given a notice that:
- (a)** is signed by a member (as proposer) entitled to vote at the meeting and also by a seconder who is also entitled to vote at the meeting;
 - (b)** states the proposing member's intention to propose the appointment of a person as a Trustee;
 - (c)** contains the details that, if the person were to be appointed, the Trust would have to file at Companies House; and
 - (d)** is signed by the person who is to be proposed to show his or her willingness to be appointed.
- 16.6** All members who are entitled to receive notice of a General Meeting must be given not less than seven nor more than twenty-eight clear days' notice of any resolution to be put to the meeting to appoint a Trustee other than a Trustee who is standing for a further term.
- 16.7** A Trustee appointed by a resolution of the other Trustees must retire at the next annual General Meeting and must not be taken into account in determining the Trustees who are to retire by rotation.
- 16.8** The appointment of a Trustee, whether by the Trust in General Meeting or by the other Trustees, must not cause the number of Trustees to exceed any number fixed as the maximum number of Trustees.

17. Disqualification and removal of Trustees.

A Trustee shall cease to hold office if he or she:

- 17.1** ceases to be a Trustee by virtue of any provision in the Act or is prohibited by law from being a trustee;
- 17.2** is disqualified from acting as a Trustee by virtue of section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision);
- 17.3** ceases to be a member of the Trust;
- 17.4** becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;
- 17.5** resigns as a Trustee by notice to the Trust (but only if at least two Trustees will remain in office when the notice of resignation is to take effect); or
- 17.6** is absent without the permission of the Trustees from all their meetings held within a period determined by the Trustees and the Trustees resolve that his or her office be vacated.
- 17.7** fails to notify Council of a conflict of interest and acts in a manner which is not in accord with the best interests of the Trust and the Trustees resolve that his or her office be vacated.

18. Trustees' remuneration.

The Trustees must not be paid any remuneration unless it is authorized by clause 5 of the Memorandum.

19. Proceedings of Trustees.

- 19.1** The Trustees may regulate their proceedings as they think fit, subject to the provisions of the articles.
- 19.2** Any Trustee may call a meeting of the Trustees.
- 19.3** The Secretary must call a meeting of the Trustees if requested to do so by a Trustee.
- 19.4** Questions arising at a meeting shall be decided by a majority of votes.
- 19.5** A Trustee may participate in person by phone or video link and their vote be valid.
- 19.6** Trustees may communicate their views by electronic means or in writing in advance of any meeting, including provision of relevant papers.

20. Quorum

- 20.1** No decision may be made by a meeting of the Trustees unless a quorum is present at the time the decision is purported to be made.
- 20.2** The quorum shall be fixed from time to time to time by Council⁶.
- 20.3** A Trustee shall not be counted in the quorum present when any decision is made about a matter upon which that Trustee is not entitled to vote.
- 20.4** If the number of Trustees is less than the number fixed as the quorum, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a General Meeting.

21. Chairing meetings.

- 21.1** The Chairman will normally chair Council meetings.
- 21.2** if the Chairman is unwilling to preside or is not present within ten minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair that meeting. The chair may be the President.
- 21.3** In the absence of the Chairman, the person appointed to chair meetings of the Trustees shall have no functions or powers except those conferred by these articles or delegated to him or her by the Trustees.

⁶ As defined in the Montgomeryshire Wildlife Trust Governance Handbook current at the time of the meeting.

22. The Officers

All trustees are officers of the Trust.

The Treasurer and Secretary of the Trust for the ensuing year shall be appointed by the Council at their first Meeting after each such Annual General Meeting as aforesaid, and any vacancy in any such office during the course of a year shall be filled by the Council. The Offices of Treasurer and Secretary may be held by one person.

23. Resolutions

23.1 A resolution in writing, including by email, agreed by a simple majority of all the Trustees entitled to receive notice of a meeting of Trustees or of a committee of Trustees and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Trustees or (as the case may be) a committee of Trustees duly convened and held provided that:

(a) a copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

(b) a simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.

23.2 The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Trustees has signified their agreement.

24. Delegation.

24.1 The Trustees may delegate any of their powers or functions to a committee including two or more Trustees but the terms of any delegation must be recorded in the minute book.

24.2 The Trustees may impose conditions when delegating, including the conditions that:

(a) the relevant powers are to be exercised exclusively by the committee to whom they delegate;

(b) no expenditure may be incurred on behalf of the Trust except in accordance with a budget previously agreed with the Trustees.

24.3 The Trustees may revoke or alter a delegation.

24.4 All acts and proceedings of any committees must be fully and promptly reported to the Trustees.

25. Conflict of Interest

A Trustee must declare the nature and extent of any interest, direct or indirect, which s/he has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared or unless authorised under clause 5.7. A Trustee must absent himself or herself from any discussions of the Trustees in which it is likely that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

26. Validity

26.1 Subject to paragraph 26.2 all acts done by a meeting of Trustees, or of a committee of Trustees, shall be valid notwithstanding the participation in any vote of a Trustee:

(a) who was disqualified from holding office;

(b) who had previously retired or who had been obliged by the constitution to vacate office;

(c) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

(d) the vote of that Trustee; and

(e) that Trustee being counted in the quorum;

The decision has been made by a majority of the Trustees at a quorate meeting.

26.2 Paragraph 26.1 does not permit a Trustee to keep any benefit that may be conferred upon him or her by a resolution of the Trustees or of a committee of Trustees if, but for paragraph 26.1, the resolution would have been void, or if the Trustee has not complied with article 25.

27. Secretary

Subject to Section 21 (5) of the Companies Act 1976 the Secretary shall be appointed by the Council for such time at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed (or any statutory re-enactment or modification of that provision), The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

28. The Seal

The seal of the Trust shall not be affixed to any instrument except by authority of a resolution of the Council, and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

29. Accounts

29.1 The Trustees must prepare for each financial year accounts as required by the 2006 Act. The accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

29.2 The Trustees must keep accounting records as required by the 2006 Act.

29.3 The accounting records shall be kept at the office, or, subject to the provisions of the Statutes, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the officers of the Trust.

30. Annual Report and Return and Register of Charities.

30.1 The Trustees must comply with the requirements of the Charities Act 1993 (or any statutory re-enactment or modification of that provision), with regard to:

- (a) the transmission of the statements of account to the charity;
- (b) the preparation of an Annual Report and its transmission to the Commission;
- (c) the preparation of an Annual Return and its transmission to the Commission.

30.2 The Trustees must notify the Commission promptly of any changes to the Trust's entry on the Central Register of Charities.

31. Notice

Any notice to be given to or by any person pursuant to the articles:

31.1 must be in writing; or

31.2 must be given using electronic communications.

32. Notice

32.1 The Trust may give any notice to a Member either:

(a) personally; or

(b) by sending it by post in a prepaid envelope addressed to the Member at his or her last known address; or

(c) by leaving it at the address of the Member; or

(d) by giving it using electronic communications to the Member's address.

32.2 A Member who does not register an address with the Trust or who registers only a postal address that is not within the United Kingdom shall not be entitled to receive any notice from the Trust.

- 32.3** A Member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.

33. Proof

- 33.1** Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given.
- 33.2** Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.
- 33.3** A notice shall be deemed to be given:
- (a)** 48 hours after the envelope containing it was posted; or
 - (b)** in the case of an electronic communication, 48 hours after it was sent.

34. Indemnity

The Trust may indemnify any Trustee, Auditor, Reporting Accountant, or other officer of the Trust against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the 2006 Act (or any statutory re-enactment or modification of that provision).

35. Rules.

- 35.1** The Trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the Trust.
- 35.2** The bye laws may regulate the following matters but are not restricted to them:
- (a)** the admission of Members of the Trust (including the admission of organisations to membership) and the rights and privileges of such Members, and the entrance fees, subscriptions and other fees or payments to be made by Members;
 - (b)** the conduct of Members of the Trust in relation to one another, and to the Trust's employees and volunteers;
 - (c)** the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
 - (d)** the procedure at General Meetings and meetings of the Trustees in so far as such procedure is not regulated by the Act or by these Articles;
 - (e)** generally, all such matters as are commonly the subject matter of company rules.
- 35.3** The Trust in General Meeting has the power to alter, add to or repeal the rules or bye laws.
- 35.4** The Trustees must adopt such means as they think sufficient to bring the rules and bye laws to the notice of Members of the Trust.
- 35.5** The rules or bye laws, shall be binding on all Members of the Trust. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the memorandum or the articles.

36. AUDIT

- 36.1** In accordance with the provisions of the Statutes once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.
- 36.2** Auditors shall be appointed and their duties regulated in accordance with the provisions of the Statutes, the members of the Council being treated as the Directors mentioned in those provisions.
- 36.3** The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Trust or any of them shall be open to the inspection of Members not being officers of the Trust, and no Member (not being an officer) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Council or by the Trust in General Meeting.

Names and Addresses and Descriptions of Subscribers

CHARLES RICHARD CHURCHILL
GARTHMYL HALL, MONTGOMERY, POWYS

RETIRED SOLICITOR

GRAHAM ANTHONY WILLIAMS
TITHEBARN COTTAGE, TREGYNON, NEWTOWN, POWYS

RESERVES MANAGER (WALES) for THE ROYAL SOCIETY FOR THE PROTECTION
OF BIRDS.

Dated this 26th day of JANUARY 1982

Witness to the above Signatures:-

VALERIE RUSHTON
ERWFELIN, BRYN LANE, NEWTOWN, POWYS