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## THE COMPANIES ACTS 1985 to 2006

Company Limited by Guarantee and not having a Share Capital

# Memorandum of Association of Surrey Wildlife Trust

1. The name of the Company (hereinafter called "the Charity") is SURREY WILDLIFE TRUST.
2. The registered office of the Charity will be situated in England.
3. The Objects for which the Charity is established are:
  - 3 (1) For the benefit of the public, the advancement of environmental protection, improvement and accessibility of:
    - a) wildlife and its habitats
    - b) places of natural beauty
    - c) places of zoological, botanical, geographical, geological, archaeological or scientific interest
    - d) features of landscape with geological, physiographical, or amenity value, in particular but not exclusively in ways that further biodiversity;
  - 3 (2) For the benefit of the public, the advancement of education in:
    - a) the study of nature
    - b) the principles and practice of biodiversity conservation
    - c) the principles and practice of sustainable development;
  - 3 (3) For the benefit of the public, the advancement of science and natural heritage:
    - a) to promote research in all branches of nature study
    - b) to publish the useful results thereof.

Biodiversity is defined as the variety of life in all its forms levels and combinations, especially including species richness, ecosystems complexity and genetic variation.

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, "Our Common Future: Report of the World Commission on Environment and Development, 11 December 1987", accessible via <http://www.un.org/documents/ga/res/42/ares42-187.htm>).

Natural heritage is defined as flora and fauna, landscape, natural resources, wildlife and habitats that are valued by present and future generations.

## 4. Powers

- 4 (1) The Charity has the following powers, which may be exercised only in promoting the Objects:
  - a) to raise funds. In doing so, the Charity must not undertake any substantial permanent trading activity and must comply with any relevant statutory regulations;

- b) to establish, purchase, form, own, enter into agreements regarding or otherwise acquire, lease or rent nature reserves, open spaces or other facilities; and to manage, monitor, maintain and improve such reserves, open spaces or facilities;
- c) to sell, lease or otherwise dispose of all or any part of the property belonging to the Charity (but only in accordance with the restrictions imposed by sections 36 and 37 of the Charities Act 1993);
- d) to borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of money borrowed. If it wishes to mortgage land, the Charity must comply as appropriate with Sections 38 and 39 of the Charities Act 1993, as amended by Section 27 of the Charities Act 2006;
- e) to co-operate with other charities, voluntary bodies and statutory authorities and to exchange information and advice with them;
- f) to establish or support any charitable trusts, associations or institutions formed for any 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 or other organisation formed for the furtherance of any of the Objects;
- h) to set aside funds for special purposes or as reserves against future expenditure but only in accordance with a written policy about financial reserves;
- j) to employ and remunerate such staff as are necessary for carrying out the work of the Charity. The Charity may employ or remunerate a member of the Council only to the extent it is permitted to do so by clause 5 and provided it complies with the conditions in that clause;
- k) to:
  - i) deposit or invest funds
  - ii) employ a professional fund-manager; and
  - iii) arrange for the investments or other property of the Charity 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;
- l) to provide indemnity insurance for the Trustees or any Honorary Officer of the Charity in relation to any such liability as is mentioned in sub-clause 4 (2), but subject to the restrictions specified in sub-clause 4 (3);
- m) to promote, organise, carry out, support and participate in educational programmes, study days, courses, conferences, seminars and other educational events;
- n) to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;
- o) to facilitate and manage the collection and use of biological records, ecological surveys, public access records and other data;
- p) to print, publish or record and to arrange to have printed, published or recorded either voluntarily or by way of sale any reports, periodicals, books, leaflets, films or electronic communications which are desirable for the promotion of the Objects;
- q) to put before planning or other authorities such environmental considerations and information as may further the Objects;

r) to take and accept any grant, gift of money, property or other assets whether subject to any special trusts or not;

s) to request grants, sponsorship and other forms of funding;

t) to acquire or hire rights or privileges to property of any kind and to construct, restore, improve, maintain and alter such property;

u) to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Charity;

v) to make grants or donations or loans of money and to give guarantees in furtherance of the Objects;

w) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;

x) to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;

y) to provide and contribute to superannuation or pension funds for the employees of the Charity, or otherwise to assist such employees, their widows or widowers and dependants;

z) to enter into contracts to provide services to or on behalf of other bodies;

aa) to establish subsidiary companies to assist or act as agents for the Charity;

ab) to raise public awareness, influence or change public attitudes in furtherance of the Objects;

ac) to provide accommodation and refreshments and other ancillary services for members of the public attending or visiting facilities and events provided by the Trust;

ad) 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)(l) are:

a) any liability that by virtue of any rule of law would otherwise attach to Trustees or any Honorary Officer of the Charity 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 Charity;

b) the liability to make a contribution to the Charity's assets as specified in Section 214 of the Insolvency Act 1986 (wrongful trading).

4 (3)

a) The following liabilities are excluded from sub-clause 4 (2)(a):

i) fines;

ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of a Trustee or Honorary Officer;

iii) liabilities to the Charity that result from conduct that the Trustee or Honorary Officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity 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 or Honorary Officer of the Trust's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

- 5.
- 5 (1) The income and property of the Charity shall be applied solely towards the promotion of the Objects.
- 5 (2)
- a) A Trustee or Honorary Officer of the Trust is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Charity.
  - b) Subject to the restrictions in sub-clauses 4 (2) and 4 (3), a Trustee or Honorary Officer of the Trust may benefit from Trustee indemnity insurance cover purchased at the Charity's expense.
  - c) A Trustee or Honorary Officer of the Trust may receive an indemnity from the Charity in the circumstances specified in Article 54.
- 5 (3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any member of the Charity. This does not prevent a member who is not also a Trustee or Honorary Officer receiving:
- a) a benefit from the Charity in the capacity of a beneficiary of the Charity;
  - b) reasonable and proper remuneration for any goods or services supplied to the Charity.
- 5 (4) Except as permitted by law no Trustee or Honorary Officer may:
- a) buy any goods or services from the Charity, unless such goods and services are also available to the general public under the same terms;
  - b) sell goods, services, or any interest in land to the Charity.
- 5 (5) No Trustee or Honorary Officer may:
- a) be employed by; or
  - b) receive any other financial benefit from the Charity;
- unless the Trustees obtain the prior written approval of the Commission and fully comply with any procedures it prescribes.
- 5 (6)
- a) A Trustee or Honorary Officer may receive a benefit from the Charity in the capacity of a beneficiary of the Charity.
  - b) A Trustee or Honorary Officer may receive interest on money lent to the Charity at a reasonable and proper rate not exceeding 2% per annum below the base rate of a clearing bank to be selected by the Trustees.
  - c) A company of which a Trustee or Honorary Officer is a member 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 or Honorary Officer holds no more than 1% of the issued capital of that company.
  - d) A Trustee or Honorary Officer may receive rent for premises let by the Trustee or Honorary Officer to the Charity if the amount of the rent and the other terms of the lease are reasonable and proper.
- 5 (7)
- a) The Charity and its Trustees may only rely upon the authority provided by sub-clause 5 (5) or 5 (6) if each of the following conditions is satisfied:

- i) The remuneration or other sums payable to the Trustee or Honorary Officer do not exceed an amount that is reasonable in all the circumstances;
- ii) The Trustee or Honorary Officer is absent from any part of the meeting at which there is discussion of:
  - o his or her employment or remuneration, or any matter concerning the contract; or
  - o his or her performance in the employment of the contract; or
  - o any proposal to enter into any other contract or arrangement with him or her or to confer any benefit upon him or her that would be permitted under sub-clause 5 (5) or 5 (6); or
  - o any other matter relating to a payment or the conferring of any benefit permitted by sub-clause 5 (5) or 5 (6);
- iii) The Trustee or Honorary Officer does not vote on any such matter and is not to be counted when calculating whether a quorum of Trustees is present at the meeting;
- iv) The other Trustees are satisfied that it is in the interests of the Charity to employ or to contract with that Trustee or Honorary Officer rather than with someone who is not a Trustee or Honorary Officer. In reaching that decision the Trustees must balance the advantage of employing a Trustee or Honorary Officer against the disadvantages of doing so (especially the loss of the Trustee's or Honorary Officer's services as a result of dealing with the Trustee's or Honorary Officer's conflict of interest);
- v) The reason for their decision is recorded by the Trustees in the minute book;
- vi) A majority of the Trustees or Honorary Officers then in office have received no such payments.

b) The employment or remuneration of a Trustee or Honorary Officer includes the engagement or remuneration of any firm or company in which the Trustee or Honorary Officer is:

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

5 (8) In sub-clauses 5 (2) – 5 (7):

- a) "Charity" shall include any company in which the Charity:
  - i) holds more than 50% of the shares; or
  - ii) controls more than 50% of the voting rights attached to the shares; or
  - iii) has the right to appoint one or more directors to the Board of the company;
- b) "Trustee" or "Honorary Officer" shall include any child, parent, grandchild, grandparent, brother, sister or spouse of the Trustee or Honorary Officer or any person living with the Trustee or Honorary Officer as his or her partner.

6. The liability of the members and the Trustees and the Honorary Officers is limited.

7. Every member of the Charity undertakes that if the Charity is dissolved while he or she is a member or within twelve months after he or she ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of him or her towards the payment of the debts and liabilities of the Charity incurred before he or she 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.
- 8.
- 8 (1) The members of the Charity may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways:
  - a) directly for the Objects; or
  - b) by transfer to any Charity 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 Charity, the Trustees may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity 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 any Charity or Charities for purposes similar to the Objects; or
  - c) to any Charity for use for particular purposes that fall within the Objects.
- 8 (3) In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the Charity (except to a member that is itself a Charity) and if no such resolution is passed by the members of the Charity or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the court or the Commission.

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