

No. 708575

THE COMPANIES ACTS, 1948-1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
GLOUCESTERSHIRE WILDLIFE TRUST

Incorporated the 21st day of November 1961

Reprint in force as at 20th November 2004

Willans | solicitors
28 Imperial Square
Cheltenham
Gloucestershire
GL50 1RH

T 01242 514707
F 01242 519079
DX 7420 Cheltenham

info@willans.co.uk
www.willans.co.uk

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM of ASSOCIATION

OF

GLOUCESTERSHIRE WILDLIFE TRUST

* 1. The name of the Company (hereinafter called "the Trust") is GLOUCESTERSHIRE WILDLIFE TRUST.

2. The Registered Office of the Trust will be situate in England.

3. The objects for which the Trust is established are :-

For the public benefit :

(i) To record and study places and objects of ornithological, entomological, botanical, ecological, zoological, geological, archaeological or scientific interest, or of natural beauty, and to protect these from injury, ill treatment or destruction.

(ii) To establish, form, own, maintain and manage sanctuaries or nature reserves for the conservation and control of wild plants and other vegetation and of the wild creatures of any description living naturally therein.

(iii) To encourage the breeding and preservation of wild birds, animals, plants or insects which are harmless, useful, beautiful or rare.

(iv) To promote, organize, carry on and encourage study and research for the advancement of knowledge in the natural sciences, and to make grants or donations for such purposes.

** (v) To advance the education of the public in:-

a) the principles and practice of sustainable development;

b) the principles and practice of biodiversity conservation.

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).

** (vi) To advance the education of the public concerning recycling and waste

* By Special Resolution dated 20th November 2004 the name of the company was changed from the Gloucestershire Trust for Nature Conservation Ltd to Gloucestershire Wildlife Trust.
** Adopted by Special Resolution dated 20th November 2004.

management including through programs of teaching, training, publishing, exhibitions, seminars and any other means for providing public knowledge and information;

- ** (vii) to promote the conservation, protection, preservation and improvement of the physical and natural environment by the promotion of sustainable waste management practices, recycling and reuse of goods, including promoting the effectiveness and efficiency of recycling waste products.

And for the purposes aforesaid:-

- (a) To purchase or otherwise acquire and take over all or any part which the Trust may lawfully acquire or take over of the property assets, liabilities, and engagements of any one or more companies, societies, associations, or bodies having objects altogether similar to those of the Trust, and to amalgamate with any such companies, societies, associations, or bodies.
- (b) To promote and encourage the objects of the Trust by means of the circulation of all forms of printed matter, and to print, publish and sell books, papers, circulars, and periodicals requisite for that purpose, and by means of the organisation of tours, rambles excursions and the like and the provision of through tickets, conveyances, circular tickets, enquiry bureaux and other travelling facilities to encourage the collection and dissemination of knowledge useful for and conducive to any objects of the Trust.
- (c) To promote lectures and meetings, and by those means and by television, wireless, sound recording and projecting instruments, photographs, exhibitions, libraries, and collections of relics, designs, drawings, models, and objects which are of biological or historic interest, to disseminate knowledge useful for and conducive to the objects of the Trust, and to manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature, as may be deemed suitable or desirable for promoting the objects of the Trust.
- (d) To purchase, lease, or otherwise acquire and hold any real or personal property, and any rights or privileges necessary, convenient or desirable for the purposes of the objects of the Trust, and to construct, alter and maintain any houses or buildings required for such purposes; and to sell, improve, develop, lease, let or hire, mortgage, dispose of, or otherwise deal with all or any of such property, rights, or privileges.
- (e) To accept subscriptions, donations, entrance fees or other moneys, and apply the same for the purposes of the Trust.
- (f) To act in concert or make any arrangements with any Corporation, County Council, District Council, Parish Council, Improvement Commissioners, or other Local Authority, now or hereafter constituted, or with any residents or property owners in the neighbourhood of property of the Trust with a view to promoting any of the objects aforesaid.
- (g) To establish and maintain hostels, and to provide and sell

refreshments of all kinds, fancy articles, printed matter and the like to persons visiting or frequenting the premises of the Trust.

- (h) To exchange, sell, or otherwise turn to account, any portions of any lands or buildings held by the Trust, and not in the absolute discretion of the Council of ornithological, entomological, botanical, ecological, zoological, geological, archaeological, or scientific interest, and to acquire or receive in exchange, other lands or buildings suitable for the purpose of the Trust, provided that the exercise of such powers of exchange and sale does not conflict in any way with the primary objects of the Trust.
- (i) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (j) To undertake and execute any trusts which may lawfully be undertaken by the Trust and may be conducive to its objects.
- (k) To borrow or raise and secure the payment of money on mortgage of the property of the Trust, or in such manner as the Trust shall think fit.
- (l) To invest all moneys not immediately required for the furthering of the objects of the Trust in such manner, and upon such securities as may be deemed expedient, provided that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction as may for the time be prescribed by law.
- (m) To adopt such means of making known the work and aims of the Trust and to take such steps by personal or written appeals and public meetings to procure contributions to the funds of the Trust as may be deemed expedient.
- (n) For all or any of the objects of the Trust to employ secretaries, clerks, keepers, watchers, and assistants, together with lecturers, guides and professional assistance of all kinds, and to remunerate any person for services rendered.
- (o) To promote or concur in promoting and to do all lawful things conducive to the attainment of all or any of the above objects, in any part of the world as may seem expedient.
- (p) To do all such other lawful things as are conducive to the preservation and maintenance of the property of the Trust, or to the attainment of the objects hereinbefore mentioned.
- ** (q) 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 Trust; 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 as to whether it was a breach of trust or

breach of duty or not and provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Trust.

Provided that the objects of the Trust shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or the Minister of Education, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval, or consent as may be required by law, and as regards any such property the Managers or Trustees of the Trust shall be chargeable for such property, as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent, as they would as such Managers or Trustees have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or the Minister of Education over such Managers or Trustees, but they shall as regards any such property, be subject jointly and separately to such control or authority as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to trusts, the Trust shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Trust whencesoever derived shall be applied solely towards the promotion of the objects of the Trust as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred directly or indirectly by way of Dividend Bonus or otherwise howsoever by way of profit to the Members of the Trust.

Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Trust or to any Member of the Trust in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding Six Pounds per centum per annum on money lent, or reasonable and proper rent for premises demised or let by any Member to the Trust nor prevent the distribution of copies of the journal of the Trust or other printed matter gratis amongst the subscribing Members of the Trust but so that no Member of the Council or other governing body of the Trust shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Trust to any Member of such Council or governing body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any railway, tramway, gas, electric lighting or power, water, cable or telephone company of which a member of the Council or other governing body may be a member, or any other Company in which such Member shall not hold more than one hundredth part of the Capital, and such Member shall not be bound to

account for any share of profits he may receive in respect of any such payment.

**

Provided that nothing in this document shall prevent any payment in good faith by the Trust of any premium in respect of any 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 Charity; provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be in breach of trust or breach of duty or which was committed by the directors in reckless disregard as to whether there was a breach of trust or breach of duty or not and provided also that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the Trust.

5. The Liability of the Members is Limited.
6. Every Member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Trust contracted before he or she 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 One Pound.
7. If upon the winding up or dissolution (except in the case of a reconstruction or amalgamation between Trusts having similar objects) of the Trust, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Trust but shall be given or transferred to the Society for the Promotion of Nature Reserves or to some other body or bodies having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among its or their members to such an extent at least as is imposed on the Trust under or by virtue of Clause 4 hereof, such body or bodies to be determined by the Members of the Trust at or before the time of dissolution or in default thereof by a Judge of the High Court of Justice having jurisdiction with regard to charitable funds, and if and so far as effect cannot be given to the aforesaid provision, then to some charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place and of the property, credits, and liabilities of the Trust, and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the Regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined, and the correctness of the Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.

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

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ROBERT STEPHEN GEORGE	1, Podsmead Place, Gloucester. Schoolmaster
PETER JAMES STEPHEN OLNEY	The Wildfowl Trust, Slimbridge, Glos. Zoologist
JOHN DOUGLAS RAE VERNON	22, St. David's Road, Thornbury, Nr. Bristol. Zoologist
TREVOR POWER WALSH	76, Kingshill Road, Dursley, Glos. Area Youth Officer
CHRISTOPHER MICHAEL SWAINE	Mill House, Rendcomb, Cirencester, Schoolmaster
MORLEY JAMES PENISTAN	Hayes Cottage, Hawkesbury Common, Badminton, Glos. Forest Officer
JOHN NEUFVILLE TAYLOR	Field Cottage, Pitchcombe, Stroud, Glos. Museum Curator

DATED the 6th day of November 1961.

WITNESS to the above Signatures.

J. W, YEEND, Solicitor, Cheltenham.