

**COMPANIES ACT 1985**  
**COMPANY LIMITED BY GUARANTEE AND NOT HAVING A**  
**SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION**  
**of**  
**THE WARWICKSHIRE WILDLIFE TRUST LIMITED**

1. The name of the Company (hereinafter called "the Trust") is The Warwickshire Wildlife Trust Limited.
2. The registered office of the Trust will be situated in England.
3. The Trust is established for the public benefit:
  - (i) to maintain, establish, enhance or otherwise protect sites to benefit their botanical, geological or zoological interest; and
  - (ii) to promote, organise, carry on and encourage study and research for the advancement of knowledge and education in the natural sciences.

In furtherance of the said objects, but not further or otherwise, the Trust shall have power:

- 3.1 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;
- 3.2 to cause to be circulated, gratuitously or otherwise, periodicals, magazines, books, leaflets or other documents or films or recorded tapes or other means of communication whether written printed or otherwise reproduced at the direction of the Trust or from any other source;
- 3.3 to hold exhibitions, meetings, lectures, classes, seminars and courses, gratuitously or otherwise, either alone or with others;
- 3.4 to foster and undertake research into any aspect of the objects of the Trust and its work and to disseminate the results of any such research, gratuitously or otherwise;
- 3.5 to co-operate and enter into arrangements with any individual, national or local authority or organisation, or public or private company;
- 3.6 to accept subscriptions, donations, devises and bequests of, and to purchase, take on lease or in exchange, hire or otherwise acquire and hold any real or personal estate, construct, maintain and alter any of the same as are necessary for any of the objects of the Trust and (subject to such consents as may be required by law) sell, lease or otherwise dispose of or mortgage any such real or personal estate;
- 3.7 to issue appeals, hold public meetings and take such steps as may be required for the purpose of procuring contributions to the funds or other assets of the Trust in the shape of donations, subscriptions or otherwise;
- 3.8 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments, and to operate bank accounts;
- 3.9 to take and accept any gift of money, property or other assets, whether subject to any special trust or not, for any one or more of the objects of the Trust;
- 3.10 subject to such consents as are required by law to borrow or raise money for the objects of the Trust on such terms and conditions and on

- such security as may be thought fit;
- 3.11 to carry on trade in so far as either the trade is exercised in the course of the actual carrying out of a primary object or is ancillary to the carrying out of the said objects;
  - 3.12 to invest the moneys of the Trust not immediately required for its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as herein provided;
  - 3.13 to make any charitable donation either in cash or assets for the furtherance of the objects of the Trust;
  - 3.14 to establish and support any charitable association or body and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Trust;
  - 3.15 to employ and pay any person or persons to supervise, organise, carry on the work of and advise the Trust;
  - 3.16 to insure and arrange insurance cover against such risks as may be thought fit or required by law including cover for and to indemnify its officers, servants and voluntary workers and those of its members from and against all such risks incurred in the course of the performance of their duties as may be thought fit;
  - 3.17 to provide indemnity insurance to cover the liability of the Council (or any of them) 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 (or any of them) may be guilty in relation to the Trust; provided also that any such insurance shall not extend to any claim arising from an act or omission which the Council knew to be a breach of trust or breach of duty or which was committed by the Council in reckless disregard of whether it was a breach of Trust or breach of duty or not and provided that any such insurance shall not extend to the cost of an unsuccessful defence to a criminal prosecution brought against the Council (or any of them) in their capacity as members of the Council.
  - 3.18 subject to the provisions of Clause 4 hereof to pay reasonable annual sums or premiums for or towards the provision of pensions for officers or servants for the time being of the Trust or their dependents;
  - 3.19 to pay out of the funds of the Trust the costs, charges and expenses of and incidental to the formation and registration of the Trust;
  - 3.20 to establish where necessary local branches (whether autonomous or not);
  - 3.21 to establish or promote or concur in establishing or promoting any other company which either proposes to carry on any business within the objects of the Trust or the promotion of which shall in any manner be calculated to advance directly or indirectly the objects of the Trust;
  - 3.22 to do all such other lawful things as shall further the above objects or any of them.
4. Except with the prior written consent of the Charity Commission, the income and property of the Trust shall be applied solely towards the promotion of its objects as set forth in the 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 members of the Trust and no member of its Council shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's work from the Trust.

Provided that nothing herein shall prevent any payment in good faith by the Trust:

- 4.1 of reasonable and proper remuneration to any member, officer or servant of the Trust not being a member of its Council for any services rendered to the Trust;
  - 4.2 of interest on money lent by any member of the Trust or of its Council at a rate per annum not exceeding 2 per cent less than the minimum lending rate prescribed for the time being by a clearing bank selected by that Council or 3 per cent whichever is the greater;
  - 4.3 of reasonable and proper rent for premises demised or let by any member of the Trust or of its Council;
  - 4.4 of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council may be a member holding not more than 1/100th part of the capital of that company;
  - 4.5 to any member of its Council of out of pocket expenses; and
  - 4.6 to a trust or association which is registered as a charity and has objects similar to those of the Trust.
  - 4.7 of any premiums in respect of any indemnity insurance to cover the liability of the Council (or any of them) 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 (or any of them) may be guilty in relation to the Trust; provided that any such insurance shall not extend to any claim arising from an act or omission which the Council knew to be a breach of trust or breach of duty or which was committed by the Council in reckless disregard of 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 cost of an unsuccessful defence to a criminal prosecution brought against the Council (or any of them) in their capacity as members of the Council.
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 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 contributors among themselves, such amount as may be required not exceeding one pound.
7. If upon the winding up or dissolution 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 some other charitable institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Trust under or by virtue of Clause 4 hereof, such institutions to be determined by the members of the Trust at or before the time of dissolution, and in so far as effect cannot be given to such provision, then to some other charitable object.

**Approved** by Trust AGM held on 25 September 2008

Mr Roger Cadbury, Chair

Mrs Kay Reeve, Secretary