

Company Number 4398959

The Companies Act 2006

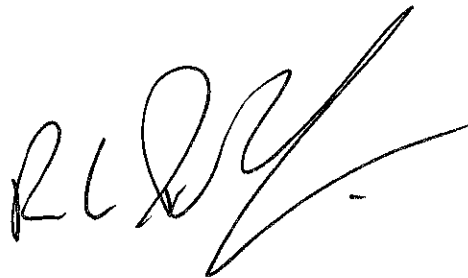
A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

Of

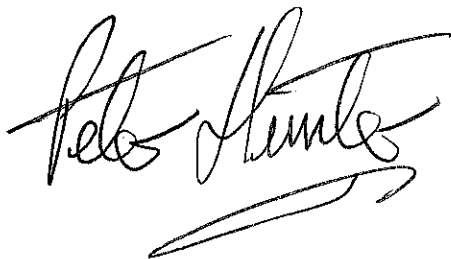
The Wildlife Trust of South and West Wales

Incorporated on 20th March 2002



Rob Pickford - Chair

7th April 2017



Peter Munter - Treasurer

7th April 2017

All previous rules rescinded
Amended: 14th September 2015

THE COMPANIES ACT 2006

**A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION OF

THE WILDLIFE TRUST OF SOUTH AND WEST WALES

NAME

1. The Name of the Company ("the Trust") is **"THE WILDLIFE TRUST OF SOUTH AND WEST WALES"**.

REGISTERED OFFICE

2. The registered office of the Trust will be in Wales.

OBJECTS

3. The objects for which the Trust is established ("the Objects") are:
 - (A) For the benefit of the public, to advance, promote and further the conservation, maintenance and protection of:
 - (i) terrestrial, aquatic and marine habitats and their wildlife;
 - (ii) places of natural beauty;
 - (iii) places of zoological, botanical, geographical, archaeological or scientific interest;
 - (iv) features of landscape with geological, physiographical, or amenity value in particular, but not exclusively, in ways that further biological conservation.
 - (B) To advance the education of the public in:
 - (i) the principles and practice of sustainable development which shall be defined as "Development which meets the needs of the present without compromising the ability of future generations to meet their own needs" (Brundtland Commission, 1987).
 - (ii) the principles and practice of biodiversity conservation.

(C) To promote research in all branches of nature study and to publish the useful results of the same.

POWERS

4. The Trust has the following powers, which may be exercised only in promoting the Objects:

- (a) to establish, purchase, lease, form, own, maintain and improve sanctuaries, nature reserves or other facilities (land or water);
- (b) to promote, organise, carry out, support and participate in educational programmes, study days, courses, conferences, seminars and other educational events;
- (c) to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;
- (d) to provide accommodation and refreshments and other ancillary services for members of the public attending or visiting facilities and events provided by the Trust;
- (e) to put before planning authorities such environmental considerations and information as may further the Objects;
- (f) to facilitate and manage the collection and use of biological records and other data relating to the natural world;
- (g) to co-operate with other bodies or individuals;
- (h) to support, administer or set up other charities and undertake and execute charitable trusts;
- (i) to raise (but not by means of taxable trading), accept and administer funds;
- (j) to take and accept any grant, gift of money, property or other assets whether subject to any special trusts or not;
- (k) to request grants sponsorship and other forms of funding;
- (l) to borrow money with or without security (but only in accordance with the restrictions imposed by the Charities Act);
- (m) to acquire or hire property rights or privileges of any kind and to construct, restore, improve, maintain and alter such property;
- (n) to sell, let, mortgage, dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act) such disposal to be

subject to such covenants, conditions and restrictions as are reasonably necessary to ensure the preservation of such property;

- (o) to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Trust;
- (p) to make grants or donations or loans of money and to give guarantees;
- (q) to set aside funds for special purposes or as reserves against future expenditure;
- (r) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills, cheques and other instruments and to operate bank accounts;
- (s) to make any kind of investment which it could make if it were absolutely entitled to the assets of the Trust and, for such purposes, to delegate the management of investments to a financial expert, and to arrange for 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;
- (t) to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- (u) to employ paid or unpaid agents staff or advisers;
- (v) to provide and contribute to superannuation or pension funds for the employees of the Trust or any of them or otherwise to assist such employees their widows or widowers and dependents;
- (w) to enter into contracts to provide services to or on behalf of other bodies;
- (x) to arrange for the amalgamation of the Trust with any charitable organisation or organisations the purposes of which in its opinion are similar to the purposes of the Trust either alone or as amalgamated and to purchase or otherwise acquire the property, assets, liabilities and undertakings of such organisation or organisations;
- (y) to establish or acquire, sell or dissolve subsidiary companies to assist or act as agents for the Trust, including trading subsidiaries;
- (z) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or a breach of duty;
- (aa) to pay all or any expenses incurred in connection with the promotion formation and incorporation of the Trust;

(bb) to do anything else within the law which promotes or helps to promote the Objects.

BENEFITS TO MEMBERS AND TRUSTEES

5(A) The property and funds of the Trust must be used only for promoting the Objects and do not belong to the Members of the Trust, but:

- (i) Members who are not Trustees may be employed by or enter into contracts with the Trust and receive reasonable payment for goods or services supplied;
- (ii) Members (including Trustees) may be paid interest at a reasonable rate on money lent to the Trust;
- (iii) Members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Trust.

(B) A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:

- (i) as mentioned in Clause 5(A) above;
- (ii) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the running of the Trust;
- (iii) an indemnity in respect of any liabilities incurred in running the Trust (including the costs of a successful defence to criminal proceedings);
- (iv) payment to any company in which a Trustee has no more than a 1% holding;
- (v) in exceptional circumstances, other payments or benefits (but only with the written approval of the Charity Commission in advance).

(C) Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Trust to supply goods or services in return for payment or other material benefit but only if:

- (i) the goods or services are actually required by the Trust;
- (ii) the nature and level of the remuneration or payment is no more than is reasonable in relation to the value of the goods and services, and the procedure in Clause 5 is followed;
- (iii) no more than one half of the Trustees are subject to such a contract in any financial year.

(D) Whenever it appears to the Trustees, or to the individual Trustee affected, that a conflict of interests arises relating to a matter to be discussed at a meeting of the Trustees or at a committee, the Trustee affected must declare an interest at or before discussion begins on the matter. In these circumstances, the provisions of the Trustees' Conflict of Interests Policy shall apply.

(E) This Clause shall not be amended without the prior written consent of the Charity Commission.

LIMITED LIABILITY

6. The liability of the Members is limited.

MEMBERS' PROMISE

7. Every Member of the Trust promises, if the Trust is dissolved when he, she or it remains a Member, or within 12 months afterwards, to pay £1 towards the costs of dissolution and liabilities incurred by the Trust while the contributor was a Member.

DISSOLUTION

8(A) If the Trust is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

- (i) by transfer to one or more bodies established for exclusively charitable purposes within or similar to the Objects;
- (ii) directly for the Objects or charitable purposes within or similar to the Objects;
- (iii) in such other manner consistent with charitable status as the Commission approves in writing in advance.

(B) A final report and statement of account must be sent to the Commission.

INTERPRETATION

9. Words and expressions defined in the Articles have the same meanings in this Memorandum.

THE COMPANIES ACT 2006

A COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF
THE WILDLIFE TRUST OF SOUTH AND WEST WALES

GENERAL

1(A) In the Memorandum, and in these Articles, the following words shall have the following meanings:

Words	Meanings
“AGM”	An annual general meeting of the Trust
“Articles”	These Articles of Association
“Board”	The Board of Trustees for the time being of the Trust
“Chair”	The chairman or chairwoman of the Trustees and “presiding chair” means the person chairing a particular meeting of the Trust or of a committee
“Charities Act”	The Charities Act 2011, and as subsequently amended
“Companies Act”	The Companies Act 2006, and as subsequently amended
“clear day”	24 hours from midnight following the relevant event
“general meetings”	Includes AGMs
“month”	A calendar month

“Member” and “membership”	Membership of the Trust comprising different categories or classes of membership as determined by the Trust from time to time
“taxable trading”	Carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the direct purpose of carrying out the Objects
“Trust”	The charitable company governed by these Articles
“Trustee”	A director of the Trust and “Trustees” means all the directors constituting the Board
“written or in writing”	A legible document on paper
“year”	A calendar year

(B) Expressions defined in the Companies Act and the Charities Act shall have the same meaning.

MEMBERSHIP

2(A) The Trust must maintain a register of Members.

(B) The number of Members with which the Trust may be registered is unlimited.

(C) Membership of the Trust is open to any individual or organisation interested in promoting the Objects who:

(i) applies to the Trust in the form required by the Trust;

(i) is approved by the Trustees;

(iii) consents to becoming a Member either personally or (in the case of an organisation) through an authorised representative.

(D) The Trust may establish separate classes or categories of membership (and may from time to time alter or modify these), with different rights and obligations, and shall record such rights and obligations in the register of members.

(E) Each category or class of Member shall pay to the Trust such annual or periodic membership fee or subscription as the Trust may, from time to time, determine.

(F) Membership of the Trust is not transferable.

TERMINATION OF MEMBERSHIP

3. Membership will be terminated, and the name of the Member removed from the register of members, if the Member concerned:

(A) gives written notice of resignation to the Trust;

(B) dies;

(C) is 6 months in arrears in paying the relevant subscription (if any) but, in such a case, the Member may be reinstated on payment of the amount due; or

(D) is removed from membership on resolution of the Trustees on grounds that, in the Trustees' reasonable opinion, the Member's continued membership is harmful to the Trust. Before a decision is taken, the Trust must notify the Member concerned in writing of the reason for the proposal and consider any written representations by the Member submitted within 21 clear days after receipt by the Member of notice of intended termination by the Trust.

HONORARY OFFICES

4(A) Members may, if they think fit, elect a Patron, President and Vice-Presidents. Such offices shall be honorary and the persons elected shall not be Trustees.

(B) Any persons so elected shall be upon the recommendation of the Board at the AGM and they shall each hold office for five years and be eligible for re-election.

APPOINTMENT OF TRUSTEES

5(A) The Trustees as charity trustees have control of the Trust and its property and funds subject to the law and to these Articles.

(B) The Board shall comprise a minimum of 6 Trustees, who must all be Members, and (unless otherwise determined by ordinary resolution) a maximum of 12.

(C) Members may, by ordinary resolution at a general meeting, appoint a person whom the Trustees reasonably consider to be a person suitable and qualified to act as a trustee of the Trust.

(D) The Board may, at any time, co-opt a person who, in the reasonable opinion of the Trustees, is appropriately qualified to fill a vacancy on the Board, or to be an additional Trustee, but such person shall hold office only until the next AGM when he or she shall retire. Such person, if recommended by the Trustees, shall be eligible for re-election at the AGM but, if re-elected, his or her term of office shall be deemed to run from the re-election and not from the date of the original co-option.

(E) A technical defect in the appointment of a Trustee of which the Trustees were unaware at the time will not invalidate decisions taken by the Trustees.

(F) Every Trustee shall sign a declaration of willingness to act as a Trustee before he or she is eligible to vote at any meeting of the Board.

GENERAL MEETINGS

6(A) The Trust must hold an AGM each year. Every AGM shall be held not more than 15 months after the last one.

(B) At an AGM the Members:

(i) receive the accounts of the Trust for the previous financial year;

(ii) receive the Trustees' reports on the Trust's activities during the previous financial year;

(iii) accept the retirement of those Trustees who wish to retire, or who are retiring by rotation;

(iv) elect persons to be Trustees to fill the vacancies arising, including of those retiring by rotation;

(v) appoint auditors for the Trust;

(vi) confer (if required) on an individual (with that person's prior consent) an honorary title under Article 4;

(vii) discuss and determine any issues of policy or deal with any other business put before them.

(B) All other meetings are called general meetings.

(C) Members are entitled to attend general meetings, either personally or by proxy, and speak and vote on the business of the meeting.

(D) An AGM must be called on at least 21 clear days' written notice and all other general meetings on at least 14 clear days' written notice, the notices each specifying the place, date and time of the meeting, and the business to be discussed.

(E) A general meeting may be called at any time by the Board. Members representing at least 5% of the total voting rights of all the Members having the right to vote at general meetings may also require the Board to call a general meeting.

(F) A request by Members for a general meeting must be in writing specifying the business to be discussed and delivered to the Trust. The meeting must be held within 28 clear days of the request being received.

(G) Notice of any motion proposed to be made at a general meeting should be submitted to the Trust at least 21 clear days before that meeting signed by the proposer and a seconder, who must be Members.

(H) The accidental omission to give notice of a general meeting or a postal ballot to, or the non-receipt of such notice by, any person entitled to receive a notice of it shall not invalidate any resolution passed, or proceeding at any meeting, or any election.

QUORUMS AND ADJOURNMENT OF GENERAL MEETINGS

7(A) No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. There is a quorum at a general meeting if the number of Members present in person is at least 25.

(B) If a quorum is not present:

(i) within 30 minutes from the time fixed for the holding of the meeting; or

(ii) during the meeting a quorum ceases to be present;

the meeting shall be adjourned to such date, time and place as the Trustees shall determine;

(iii) The Trustees must reconvene the meeting on at least 7 clear days' notice to the Members of the date, time and place of the meeting;

(iv) If no quorum is present at the reconvened meeting within 15 minutes from the time fixed for the holding of the meeting the Members present in person or in proxy shall constitute a quorum.

(C) The Chair of Trustees, or in his or her absence, the vice-Chair (if any) shall preside at every general meeting, but if neither the Chair nor the vice-Chair is present within 15 minutes after the time fixed for holding the meeting, the Members present shall elect some other willing Member present to preside.

(D) The presiding chair may, with the consent of any meeting at which a quorum is present (and shall, if required by the meeting) adjourn the meeting, 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.

(E) If the adjourned meeting is to take place more than 14 days after it was adjourned, the Trust must give at least 7 clear days' written notice of it:

- (i) to the Members; and
- (ii) containing the same information which such notice is required to contain.

VOTING AT GENERAL MEETINGS

8(A) No Member other than one duly registered as entitled to vote, and who shall have paid his or her annual subscription to the Trust, shall be entitled to vote on any question at any general meeting or in any postal ballot.

(B) A resolution put to the vote of a general meeting shall be decided on a show of hands unless a poll is demanded in accordance with these Articles.

(C) Except where otherwise provided by the Companies Act, every issue shall be decided by a majority of the votes cast.

(D) Except for the presiding chair, who shall have a second or casting vote, every person present and entitled to vote has one vote on each issue.

(E) A written resolution sent to every Member and signed by a simple majority (or, in the case of a special resolution, by a majority of not less than 75%) of all those entitled to vote at a general meeting, is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature).

Poll Votes

9(A) A poll on a resolution may be demanded:

- (i) in advance of the general meeting where it is to be put to the vote; or
- (ii) at a general meeting either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

(B) A poll may be demanded by:

- (i) the presiding Chair;
- (ii) any 2 Trustees;
- (iii) Members representing not less than 10% of the total voting rights of the membership.

- (C) A demand for a poll may be withdrawn if;
 - (i) the poll has not yet been taken; and
 - (ii) the presiding chair consents to the withdrawal.
- (D) Polls must be taken immediately and in such manner as the presiding chair directs.

Proxy Votes

10(A) Proxies may only be validly appointed by a notice in writing ("a proxy notice") which:

- (i) is signed by or on behalf of the Member appointing the proxy and which states the name and address of that Member;
- (ii) identifies the person appointed as that Member's proxy (which may be another Member), and the general meeting in relation to which that person is appointed;
- (iii) is delivered to the Trust in accordance with these Articles and any instructions in the notice of the general meeting to which they relate.

(B) If a proxy notice is not signed by the Member appointing the proxy, it must be accompanied by written evidence of the authority of the person who signed it on the appointor's behalf.

(C) The Trust may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

(D) A proxy notice may specify how the proxy appointed under it is to vote (or abstain from voting) on one or more resolutions.

(E) Unless a proxy notice indicates otherwise, it must be treated as:

- (i) allowing the person appointed proxy under it discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;
- (ii) appointing that person as proxy in relation to any adjournment of the general meeting to which it relates, as well as to the meeting itself.

(F) A Member remains entitled to attend, speak and vote at a general meeting, or any adjournment of it, even although a valid proxy has been delivered to the Trust by or on behalf of that Member. The appointed proxy shall have no such right in these circumstances.

(G) An appointment under a proxy notice may be revoked by the appointer delivering to the Trust a notice in writing to that effect before the start of the meeting, or adjourned meeting, to which it relates.

POWERS OF THE BOARD

11. The Board has the following powers in the administration of the Trust:

(A) to appoint from the Trustees a Chair, vice-Chair, treasurer and other honorary officers;

(B) to recommend to Members at a general meeting the names of Honorary Officers (if any) for election under Article 4;

(C) to delegate any of its functions to committees consisting of 2 or more individuals appointed by it (at least 1 member of which shall be a Trustee). All proceedings of committees must be reported fully and promptly to the Board);

(D) to invite a person the Trustees reasonably consider will be able to provide expert or specialist advice to any meeting of the Trust;

(E) to make standing orders, rules and regulations consistent with the Articles and relevant legislation to govern proceedings and the administration of the Trust and its committees;

(F) to establish procedures to assist in the resolution of disputes within the Trust, and in resolving conflicts of interest;

(G) to appoint staff and determine salary structures and duties;

(H) to determine the voting procedure to be adopted at the AGM;

(I) to do anything else within the law and in the interests of the Trust.

ENDING A TRUSTEE'S APPOINTMENT

12. A Trustee's appointment shall automatically come to an end if he or she:

(A) is disqualified under the Charities Act or the Companies Act or otherwise becomes prohibited by law from acting as a Trustee;

(B) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;

(C) in the opinion of a registered medical practitioner treating that Trustee, is incapable, whether mentally or physically, of acting as a trustee, and is likely to remain in that condition for at least 3 months;

(D) resigns his or her office by written notice to the Trust (but only if the remaining Trustees are sufficient to constitute a quorum on the Board);

(E) ceases to be a member of the Trust (but he or she may be reinstated by a resolution passed by all the other Trustees on resuming membership of the Trust before the next AGM);

(F) is absent from 3 consecutive meetings of the Board (unless the Trustees are reasonably satisfied that any longer absence is justified in the circumstances);

(G) is removed by resolution passed by at least 50% of the Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and properly considered the matter in light of any such views.

ROTATION OF TRUSTEES

13(A) The Board may, from time to time, make such rules it reasonably considers to be necessary to regulate effectively the nomination, election or re-election of Trustees.

(B) At each AGM one third (or the number nearest one third) of Trustees shall retire from office, those longest in office retiring first and the choice between any of equal service being made by drawing lots.

(C) No person, other than a Trustee retiring by rotation, may be appointed a trustee at any general meeting unless:

(i) he or she is recommended for re-election by the Trustees, or

(ii) at least 28, and not more than 56, clear days before the date of the meeting, the Trust is given notice that:

(a) is signed by 2 Members entitled to vote at the meeting acting as a proposer and a seconder;

(b) states the Members' intention to propose and second the appointment of a named person as a trustee;

(c) contains a brief biography of that person, a note of any special expertise and an indication of the time that person is likely to have available to act as a trustee;

(d) is signed by the person to be proposed to show his or her willingness to be appointed trustee;

(D) All Members who are entitled to receive notice of a general meeting shall be given at least 14 clear days' notice of any resolution to be put to the meeting to appoint a trustee (other than a Trustee who is to retire by rotation).

PERIOD OF SERVICE FOR TRUSTEES AND CHAIR

14(A) A Trustee shall not be eligible to serve as a Trustee for more than 3 consecutive terms of 3 years and, after completing that period of 9 years, will be ineligible to serve as a trustee until the expiry of a further period of 3 years from the end of the 9 year period.

(B) The Chair shall be elected for not more than 2 consecutive terms of 3 years each but his or her term or terms of office as Chair shall not count when computing eligibility to serve as Trustee (so that the Chair may serve as Trustee for up to 15 consecutive years).

PROCEEDINGS OF THE BOARD

15(A) The Trustees shall hold at least 4 Board meetings each year for the transaction of business and may adjourn and otherwise regulate such meetings as they think fit. Any Trustee may call a Board meeting.

(B) Notice of Board meetings must be given to each Trustee, either by post or electronically, specifying the place, date and time of the meeting, and the general nature of the business

(C) The quorum for the transaction of business shall be 5 Trustees or one-third of their number, whichever shall be the greater.

(D) A Board meeting may be held either in person or by suitable electronic means agreed by the Trustees in which all participants communicate each with the other and, for these purposes, the location of each Trustee, and the means by which they communicate, are irrelevant.

(E) The Chair, or in his or her absence the vice-Chair (if any), shall preside at all meetings of the Board but, if neither is present within 15 minutes after the time fixed for the meeting, the Trustees present shall choose one of their number to be Chair.

(F) Every issue shall be determined by a simple majority of the votes cast at the meeting but a resolution in writing, or in electronic form, sent to every Trustee and signed by a simple majority of them, is as valid as a resolution passed at a meeting of the Board attended by the Trustees in person (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).

(G) Except for the presiding chair, who has a second or casting vote, a Trustee has one vote on each issue.

(H) Subject to the provisions of these Article, the Trustees may regulate proceedings as they see fit.

(I) A procedural defect of which the Trustees were unaware at the time shall not invalidate decisions taken at a meeting.

MEMBER GROUPS

16. The Trust may approve the establishment and, where appropriate, disestablishment, of groups of Members (and other interested individuals) formed for the purpose of either promoting the Trust within a defined geographical area, or promoting a special interest within the Objects. The activities of a local group shall include, but shall not be limited to, fund-raising and recruiting new members. The management of local groups may be subject to regulations published by the Trust, after consultation with representatives of the local groups.

RECORDS AND ACCOUNTS

17(A) The Trust shall comply with the requirements of the Companies Act and the Charities Act and any other relevant legislation as to the keeping of financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- (i) annual reports and returns;
- (ii) annual statements of account.
- (B) The Trust shall keep proper records of:
 - (i) all proceedings at general meetings;
 - (ii) all proceedings at meetings of the Board;
 - (iii) all reports of committees;
 - (iv) all professional advice obtained.

(B) Accounting records relating to the Trust must be made available for inspection by any Trustee at any reasonable time during normal office hours, and may be made available for inspection by Members who are not Trustees if the Trustees so decide and on payment of reasonable costs.

(C) A copy of the Trust's latest available statement of account must be supplied, on reasonable notice, to any Trustee or Member or, within 2 months, to any other person who makes a written request and pays the Trust's reasonable costs.

NOTICES

18(A) Notice may be sent to Members either by hand or by post, or by suitable electronic means, addressed to each Member at his or her address as appearing in the register of members.

(B) Notices may also be published in a suitable journal or newspaper circulating in the area of benefit, or in any newsletter distributed by post, or electronically by the Trust, or on the Trust's website.

(C) Any notice given in accordance with these Articles shall be treated for all purposes as having been received at the registered address:

- (i) 24 hours after having been sent by electronic means, or posted on the website, or delivered by hand;
- (ii) 48 hours after being sent by first class post;
- (iii) 72 hours after being sent by second class post, or overseas post;
- (iv) on the date of publication of the newspaper containing the notice;
- (v) on being handed to the Member personally, or, if earlier,
- (vi) as soon as the Member acknowledges actual receipt.

(D) A technical defect in the giving of a notice of which the Members of the Trust were unaware at the time will not invalidate decisions taken at a meeting.

TRUSTEES/DIRECTORS INDEMNITY

19(A) A relevant director of the Trust, or of an associated company of the Trust, may be indemnified out of the assets of the Trust against:

- (i) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Trust or an associated company;
- (ii) any liability incurred by that person in connection with the activities of the Trust or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act);
- (iii) any other liability incurred by that person as an officer of the Trust or associated company.

(B) The Trust shall have power to purchase and maintain for a relevant director such insurance as is permitted by Clause 4(z) of the Memorandum.

(C) This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or the Charities Act, or by any other provision of law.

(D) In this Article 19:

(i) companies are associated if one is a subsidiary of another, or both are subsidiaries of the same body corporate; and

(ii) a 'relevant director' means any director or Trustee or former director or Trustee of the Trust, or of an associated company.

DISPUTES

20. If a dispute arises between Members over the validity or propriety of anything done by a Member under these Articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first attempt, in good faith, to settle the dispute by mediation before resorting to litigation.

DISSOLUTION

21. Clause 8 of the Memorandum of Association of the Trust, relating winding up and dissolution, shall have effect as if the provisions of it were repeated in these Articles.