

**MEMORANDUM OF ASSOCIATION
OF
THE GAME CONSERVANCY TRUST LIMITED**



1 Name

The name of the Charity is **The Game Conservancy Trust Limited**.

2 Registered Office

The registered office of the Charity is to be in England and Wales.

3 Objects

The Charity's objects are:

- 3.1 To promote for the public benefit the conservation of game and its associated flora and fauna;
- 3.2 To conduct research into game and wildlife management (including the use of game animals as a natural resource) and the effects of farming and other land management practices on the environment; and to publish the useful results of such research;
- 3.3 To advance the education of the public and those managing the countryside in the effects of farming and management of land which is sympathetic to game and other wildlife;
- 3.4 To conserve game and wildlife for the public benefit including:
 - Where it is for the protection of the environment, the conservation or promotion of biological biodiversity through:
 - 3.4.1 the provision, conservation, restoration or enhancement of a natural habitat; or
 - 3.4.2 the maintenance or recovery of a species in its natural habitat on land or in water and in particular where the natural habitat is situated in the vicinity of a landfill site.

4 Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1. To promote or carry out research.
- 4.2. To provide advice.

- 4.3. To publish or distribute information.
- 4.4. To co-operate with other bodies.
- 4.5. To support, administer or set up other charities.
- 4.6. To raise funds (but not by means of taxable trading).
- 4.7. To borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act).
- 4.8. To acquire or hire property of any kind.
- 4.9. To let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act).
- 4.10. To make grants or loans of money and to give guarantees.
- 4.11. To set aside funds for special purposes or as reserves against future expenditure.
- 4.12. To deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification).
- 4.13. To delegate the management of investments to a financial expert, but only on terms that:
 - 4.13.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.13.2. every transaction is reported promptly to the Trustees;
 - 4.13.3. the performance of the investments is reviewed regularly with the Trustees;
 - 4.13.4. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.13.5. the investment policy and the delegation arrangement are reviewed at least once a year;
 - 4.13.6. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
 - 4.13.7. the financial expert must not do anything outside the powers of the Trustees.
- 4.14. To arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required.

- 4.15. To deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required.
- 4.16. To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17. To pay for indemnity insurance for the Trustees.
- 4.18. Subject to clause 5, to employ paid or unpaid agents, staff or advisers and to delegate functions to them.
- 4.19. To enter into contracts to provide services to or on behalf of other bodies.
- 4.20. To establish or acquire subsidiary companies to assist or act as agents for the Charity.
- 4.21. To act as sole corporate trustee of any trust, property, endowment, bequest or gift.
- 4.22. To undertake and execute any trusts which may lawfully be undertaken by the Charity and may be conducive to its objects.
- 4.23. To pay the costs of forming the Charity.
- 4.24. To do anything else within the law which promotes or helps to promote the Objects.

5 Benefits to Members and Trustees

- 5.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:
 - 5.1.1. members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2. members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.4. individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1. as mentioned in clauses 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

- 5.2.3. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
- 5.2.4. an honorarium payable to the Chairman of Trustees; and
- 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3. A Trustee may not be an employee of the Charity, but a Trustee or a connected person (including a company in which a trustee has an interest) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
 - 5.3.1. the goods or services are actually required by the Charity;
 - 5.3.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3. no more than one half of the Trustees are interested in such a contract in any financial year.
- 5.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must leave the meeting if asked to do so by the remaining Trustees and must :
 - 5.4.1. declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2. not be counted in the quorum for that part of the meeting; and
 - 5.4.3. have no vote on the matter.
- 5.5. In the execution of the powers set out in this Memorandum no Trustee shall be liable for any loss to property of the Charity arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent or person employed by the Charity or by reason of any mistake or omission made in good faith or by reason of any other matter other than wilful and individual fraud wrongdoing or wrongful omission on the part of the Trustee concerned.
- 5.6. This clause may not be amended without the written consent of the Commission in advance.

6 Limited Liability

The liability of members is limited.

7 Guarantee

Every Guarantor Member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs

of dissolution and the liabilities incurred by the Charity while he or she was a member.

8 Dissolution

- 8.1. If the Charity 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:
 - 8.1.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 8.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects;
 - 8.1.3. in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.2. A final report and statement of account must be sent to the Commission.

9 Interpretation

- 9.1. Words and expressions defined in the Articles have the same meanings in the Memorandum.
- 9.2. References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

ARTICLES OF ASSOCIATION
OF
THE GAME CONSERVANCY TRUST LIMITED

1 Guarantor Members

- 1.1. The Guarantor Members shall be the members of the Charity for the purposes of s.22 Companies Act 1985.
- 1.2. The Charity must maintain a register of members in respect of the Guarantor Members.
- 1.3. The first Guarantor Members shall be the subscribers to the Memorandum.
- 1.4. Any individual who is appointed as a Trustee shall thereupon become a Guarantor Member.
- 1.5. Guarantor Membership is terminated if the member concerned:
 - 1.5.1. gives written notice of resignation in that capacity to the Charity;
 - 1.5.2. ceases to be a Trustee for any reason;
- 1.6. Guarantor Membership of the Charity is not transferable.

2 Other Classes of Membership

- 2.1. The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions. Such members shall not be members of the Charity for the purposes of s.22 Companies Act 1985.
- 2.2. Ordinary Membership of the Charity is open to any individual interested in promoting the Objects who:
 - 2.2.1. is sympathetic to the Objects of the Charity;
 - 2.2.2. applies to the Charity in the form required by the Trustees; and
 - 2.2.3. pays the required subscription (if any).
- 2.3. Ordinary Members are not (as a matter of law) entitled to receive notice of or to vote at any general meeting. As a matter of practice, Ordinary Members will:
 - 2.3.1. be informed of the dates of all general meetings;
 - 2.3.2. be invited to attend as observers at such meetings;
 - 2.3.3. be invited to attend conferences which shall be convened in such form, for such purposes and at such times as the Trustees may

determine from time to time as being in the best interests of the Charity

Provided that such information and invitations are sufficiently given if posted on the website of the Charity or published in a regularly published publication that goes to all members.

- 2.4. Ordinary Membership is terminated if the member concerned:
 - 2.4.1. gives written notice of resignation in that capacity to the Charity;
 - 2.4.2. becomes a Guarantor Member;
 - 2.4.3. dies;
 - 2.4.4. is more than three months in arrears in paying the relevant subscription, if any (but in such a case the member concerned may be reinstated on payment of the amount due);
- 2.5. The initial Ordinary Members shall be the members (at such date as shall be determined by the trustees) of the GCT (charity number 279968).
- 2.6. Ordinary Membership of the Charity is not transferable.

3 General Meetings

- 3.1. Guarantor Members are entitled to attend general meetings personally. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 3.2. There is a quorum at a general meeting if the number of Guarantor Members personally present is at least 5.
- 3.3. The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 3.4. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 3.5. Except for the chairman of the meeting, who has a second or casting vote, every Guarantor Member present in person has one vote on each issue.
- 3.6. A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. 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.
- 3.7. The Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 3.8. At an AGM the Guarantor Members:
 - 3.8.1. receive the accounts of the Charity for the previous financial year;
 - 3.8.2. receive reports from the Chairman and the Chief Executive on the Charity's activities since the previous AGM;

- 3.8.3. accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 3.8.4. elect Trustees to fill the vacancies arising;
- 3.8.5. appoint auditors for the Charity;
- 3.8.6. may discuss and determine any issues of policy or deal with any other business put before them by the Trustees;
- 3.8.7. may invite the views of Ordinary Members present on any matter relating to the Charity.
- 3.9. Any general meeting which is not an AGM is an EGM.
- 3.10. An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least 25% of the Guarantor Members.

4 The Trustees

- 4.1. The Trustees as charity trustees and as directors have control of the Charity and its property and funds.
- 4.2. The Board of Trustees when complete consists of at least ten and not more than twenty individuals, to include those Trustees nominated and approved under article 4.4 below, and ex-officio Trustees, who take office upon appointment as Chairman of a Committee under article 6.3 below.
- 4.3. The subscribers to the Memorandum are the first Trustees.
- 4.4. Every future Trustee must be nominated and approved by the Trustees and must sign a declaration of eligibility and willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 4.5. Every Trustee shall be appointed for a term of four years, following which he or she must retire. The Chairman shall also be appointed for 4 years with an option to serve a fifth year if he/she and the trustees desire. Vice Chairmen are elected from year to year.
- 4.6. Except for the Chairman, a retiring Trustee who remains qualified may be reappointed after the expiry of one calendar year from the date of his or her retirement and serve for a further period of 4 years. The Chairman can be reappointed as a trustee in accordance with clause 4.5 without the one year interval if agreed by the Trustees.
- 4.7. A Trustee's term of office automatically terminates if he or she:
 - 4.7.1. is disqualified under the Charities Act from acting as a charity trustee;
 - 4.7.2. is incapable, whether mentally or physically, of managing his or her own affairs;
 - 4.7.3. is absent from meetings of the Trustees without good cause for a period of twelve months and is asked by a majority of the other Trustees to resign;

- 4.7.4. resigns as a Guarantor Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming such membership of the Charity before the next AGM);
- 4.7.5. resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- 4.7.6. is removed by resolution of the Guarantor Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
- 4.8. Subject to the maximum number set out at article 4.2 above, the Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 4.9. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 Trustees' Proceedings

- 5.1. The Trustees must hold at least 3 meetings each year.
- 5.2. A quorum at a meeting of the Trustees is 5 Trustees.
- 5.3. A meeting of the Trustees may be held either in person or by alternative means agreed by the Trustees in which all participants may communicate with all the other participants.
- 5.4. The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 5.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. 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.
- 5.6. Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 5.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 Trustees' Powers

The Trustees have the following powers in the administration of the Charity:

- 6.1. To appoint (and remove) any person (who may be a member or a Trustee) to act as Secretary in accordance with the Companies Act.
- 6.2. To appoint a Chairman, up to 4 Vice Chairmen, a Treasurer and other Honorary Officers from among their number.

- 6.3. To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 6.4. To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.5. To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 6.6. To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6.7. To set up and administer Ordinary Member groups and establish terms of reference for such groups.
- 6.8. To appoint honorary Patrons Presidents Vice Presidents and create other honorary posts and to establish terms of reference for such persons.
- 6.9. To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.10. To exercise any powers of the Charity which are not reserved to a general meeting.

7 Advisory Council

- 7.1. The Charity shall have an Advisory Council which shall act in accordance with the terms of reference adopted by the Trustees from time to time;
- 7.2. Advisory Council membership shall be open to any individual or organisation interested in promoting the Objects who:
 - (a) is nominated by the Trustees, and
 - (b) consents in writing to become an Advisory Council member.
- 7.3. The Advisory Council members (whether individuals or organisational members acting through a nominated individual) shall serve for a maximum term of four years, after which they may offer themselves for re-appointment.
- 7.4. Advisory Council membership shall be terminated if the Advisory Council member concerned:
 - (a) gives written notice of resignation to the Charity;
 - (b) (in the case of an individual) dies; or
 - (c) is removed from Advisory Council membership by resolution of the Trustees on the grounds that in their reasonable opinion the Advisory Council member's continued membership of the Advisory Council is not in the best interests of the Charity.

- 7.5. Individual Advisory Council membership shall not be transferable but organisational members may send a representative of their choosing, subject to the consent of the Trustees.

8 Records and Accounts

- 8.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
- 8.1.1. annual returns;
 - 8.1.2. annual reports; and
 - 8.1.3. annual statements of account.
- 8.2. The Trustees must keep proper records of:
- 8.2.1. all proceedings at general meetings;
 - 8.2.2. all proceedings at meetings of the Trustees;
 - 8.2.3. all reports of committees; and
 - 8.2.4. all professional advice obtained.
- 8.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 8.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

9 Notices

- 9.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.
- 9.2. The only address at which a Guarantor Member is entitled to receive notices sent by post is an address shown in the register of members.
- 9.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
- 9.3.1. 24 hours after being delivered by hand to the relevant address;
 - 9.3.2. two clear days after being sent by first class post to that address;
 - 9.3.3. three clear days after being sent by second class or overseas post to that address;

9.3.4. on the date of publication of a newspaper containing the notice;

9.3.5. on being handed to the member personally; or, if earlier,

9.3.6. as soon as the member acknowledges actual receipt.

9.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 **Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

11 **Interpretation**

11.1. In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’	means an annual general meeting of the Charity;
‘the Articles’	means the Charity’s articles of association;
‘Chairman’	means the chairman of the Trustees;
‘the Charity’	means the company governed by the Articles;
‘the Charities Act’	means the Charities Act 1993;
‘charity trustee’	has the meaning prescribed by section 97(1) of the Charities Act;
‘clear day’	means 24 hours from midnight following the relevant event;
‘the Commission’	means the Charity Commissioners for England and Wales;
‘the Companies Act’	means the Companies Act 1985;
‘connected person’	means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;
‘custodian’	means a person or body who undertakes safe custody of assets or of documents or records relating to them;

‘EGM’	means an extraordinary general meeting of the Charity;
‘financial expert’	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
‘financial year’	means the Charity’s financial year;
‘firm’	includes a limited liability partnership;
‘game’	shall mean and include <ul style="list-style-type: none"> (1) all those species defined as such by the law of England and Wales in section 2 of the Game Act 1831; in the Night Poaching Act 1828 Section 1 (a); and in the Poaching Prevention Act 1826 Section 1; (2) all those birds which may be killed or taken outside the close season as listed in Part I of Schedule 2 of the Wildlife and Countryside Act 1981; and (3) such other species (including, but without limitation, quarry species such as deer, game fish and other fish) as the Trustees shall from time to time determine;
‘guarantor member’	Means those persons described in article 1
‘indemnity insurance’	means ‘insurance against personal liability incurred by any Trustee for an act or omission which is or 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 breach of duty;
‘material benefit’	means a benefit which may not be financial but has a monetary value;
‘member’	includes ordinary and guarantor members unless otherwise stated
‘Memorandum’	means the Charity’s Memorandum of Association;
‘month’	means calendar month;
‘nominee company’	means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’	means the Objects of the Charity as defined in clause 3 of the Memorandum;
‘ordinary member’	means those persons described at article 2.2.1
‘Secretary’	means the company secretary of the Charity;
‘taxable trading’	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
‘Trustee’	means a charity trustee of the Charity and ‘Trustees’ means the charity trustees.
‘written’ or ‘in writing’	refers to a legible document on paper including a fax message;
‘year’	means calendar year.

11.2. Expressions defined in the Companies Act have the same meaning.

11.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

Company No: 05579632

Charity No: 1112023

THE COMPANIES ACT 1985 AND 1989

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

THE GAME CONSERVANCY TRUST LIMITED

WILSONS
Steynings House
Summerlock Approach
Salisbury
Wiltshire
SP2 7RJ

Tel: (01722) 412412
Fax: (01722) 338902

MEMORANDUM OF ASSOCIATION
OF
THE GAME CONSERVANCY TRUST LIMITED

1 Name

The name of the Charity is **The Game Conservancy Trust Limited**.

2 Registered Office

The registered office of the Charity is to be in England and Wales.

3 Objects

The Charity's objects are:

- 3.1 To promote for the public benefit the conservation of game and its associated flora and fauna;
- 3.2 To conduct research into game and wildlife management (including the use of game animals as a natural resource) and the effects of farming and other land management practices on the environment; and to publish the useful results of such research;
- 3.3 To advance the education of the public and those managing the countryside in the effects of farming and management of land which is sympathetic to game and other wildlife;
- 3.4 To conserve game and wildlife for the public benefit including:
 - Where it is for the protection of the environment, the conservation or promotion of biological biodiversity through:
 - 3.4.1 the provision, conservation, restoration or enhancement of a natural habitat; or
 - 3.4.2 the maintenance or recovery of a species in its natural habitat on land or in water and in particular where the natural habitat is situated in the vicinity of a landfill site.

4 Powers

The Charity has the following powers, which may be exercised only in promoting the Objects:

- 4.1. To promote or carry out research.
- 4.2. To provide advice.

- 4.3. To publish or distribute information.
- 4.4. To co-operate with other bodies.
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- 4.6. To raise funds (but not by means of taxable trading).
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- 4.16. To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required.
- 4.17. To pay for indemnity insurance for the Trustees.
- 4.18. Subject to clause 5, to employ paid or unpaid agents, staff or advisers and to delegate functions to them.
- 4.19. To enter into contracts to provide services to or on behalf of other bodies.
- 4.20. To establish or acquire subsidiary companies to assist or act as agents for the Charity.
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- 4.24. To do anything else within the law which promotes or helps to promote the Objects.

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- 5.1. The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but:
 - 5.1.1. members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;
 - 5.1.2. members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3. members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity; and
 - 5.1.4. individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
 - 5.2.1. as mentioned in clauses 4.17 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
 - 5.2.2. reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;

- 5.2.3. an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4. an honorarium payable to the Chairman of Trustees; and
 - 5.2.5. in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3. A Trustee may not be an employee of the Charity, but a Trustee or a connected person (including a company in which a trustee has an interest) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit if:
- 5.3.1. the goods or services are actually required by the Charity;
 - 5.3.2. the nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set at a meeting of the Trustees in accordance with the procedure in clause 5.4; and
 - 5.3.3. no more than one half of the Trustees are interested in such a contract in any financial year.
- 5.4. Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must leave the meeting if asked to do so by the remaining Trustees and must :
- 5.4.1. declare an interest before the meeting or at the meeting before discussion begins on the matter;
 - 5.4.2. not be counted in the quorum for that part of the meeting; and
 - 5.4.3. have no vote on the matter.
- 5.5. In the execution of the powers set out in this Memorandum no Trustee shall be liable for any loss to property of the Charity arising by reason of any improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent or person employed by the Charity or by reason of any mistake or omission made in good faith or by reason of any other matter other than wilful and individual fraud wrongdoing or wrongful omission on the part of the Trustee concerned.
- 5.6. This clause may not be amended without the written consent of the Commission in advance.

6 Limited Liability

The liability of members is limited.

7 Guarantee

Every Guarantor Member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay up to £10 towards the costs

of dissolution and the liabilities incurred by the Charity while he or she was a member.

8 Dissolution

8.1. If the Charity 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:

8.1.1. by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;

8.1.2. directly for the Objects or for charitable purposes which are within or similar to the Objects;

8.1.3. in such other manner consistent with charitable status as the Commission approve in writing in advance.

8.2. A final report and statement of account must be sent to the Commission.

9 Interpretation

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

9.2. References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

We wish to be formed into a company under this Memorandum of Association

ARTICLES OF ASSOCIATION
OF
THE GAME CONSERVANCY TRUST LIMITED

1 Guarantor Members

- 1.1. The Guarantor Members shall be the members of the Charity for the purposes of s.22 Companies Act 1985.
- 1.2. The Charity must maintain a register of members in respect of the Guarantor Members.
- 1.3. The first Guarantor Members shall be the subscribers to the Memorandum.
- 1.4. Any individual who is appointed as a Trustee shall thereupon become a Guarantor Member.
- 1.5. Guarantor Membership is terminated if the member concerned:
 - 1.5.1. gives written notice of resignation in that capacity to the Charity;
 - 1.5.2. ceases to be a Trustee for any reason;
- 1.6. Guarantor Membership of the Charity is not transferable.

2 Other Classes of Membership

- 2.1. The Trustees may establish different classes of membership, prescribe their respective privileges and duties and set the amounts of any subscriptions. Such members shall not be members of the Charity for the purposes of s.22 Companies Act 1985.
- 2.2. Ordinary Membership of the Charity is open to any individual interested in promoting the Objects who:
 - 2.2.1. is sympathetic to the Objects of the Charity;
 - 2.2.2. applies to the Charity in the form required by the Trustees; and
 - 2.2.3. pays the required subscription (if any).
- 2.3. Ordinary Members are not (as a matter of law) entitled to receive notice of or to vote at any general meeting. As a matter of practice, Ordinary Members will:
 - 2.3.1. be informed of the dates of all general meetings;
 - 2.3.2. be invited to attend as observers at such meetings;
 - 2.3.3. be invited to attend conferences which shall be convened in such form, for such purposes and at such times as the Trustees may

determine from time to time as being in the best interests of the Charity

Provided that such information and invitations are sufficiently given if posted on the website of the Charity or published in a regularly published publication that goes to all members.

- 2.4. Ordinary Membership is terminated if the member concerned:
 - 2.4.1. gives written notice of resignation in that capacity to the Charity;
 - 2.4.2. becomes a Guarantor Member;
 - 2.4.3. dies;
 - 2.4.4. is more than three months in arrears in paying the relevant subscription, if any (but in such a case the member concerned may be reinstated on payment of the amount due);
- 2.5. The initial Ordinary Members shall be the members (at such date as shall be determined by the trustees) of the GCT (charity number 279968).
- 2.6. Ordinary Membership of the Charity is not transferable.

3 General Meetings

- 3.1. Guarantor Members are entitled to attend general meetings personally. General meetings are called on at least 21 clear days' written notice specifying the business to be discussed.
- 3.2. There is a quorum at a general meeting if the number of Guarantor Members personally present is at least 5.
- 3.3. The Chairman or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting.
- 3.4. Except where otherwise provided by the Articles or the Companies Act, every issue is decided by a majority of the votes cast.
- 3.5. Except for the chairman of the meeting, who has a second or casting vote, every Guarantor Member present in person has one vote on each issue.
- 3.6. A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting. 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.
- 3.7. The Charity must hold an AGM in every year. The first AGM must be held within 18 months after the Charity's incorporation.
- 3.8. At an AGM the Guarantor Members:
 - 3.8.1. receive the accounts of the Charity for the previous financial year;
 - 3.8.2. receive reports from the Chairman and the Chief Executive on the Charity's activities since the previous AGM;

- 3.8.3. accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
- 3.8.4. elect Trustees to fill the vacancies arising;
- 3.8.5. appoint auditors for the Charity;
- 3.8.6. may discuss and determine any issues of policy or deal with any other business put before them by the Trustees;
- 3.8.7. may invite the views of Ordinary Members present on any matter relating to the Charity.
- 3.9. Any general meeting which is not an AGM is an EGM.
- 3.10. An EGM may be called at any time by the Trustees and must be called within 28 clear days on a written request from at least 25% of the Guarantor Members.

4 **The Trustees**

- 4.1. The Trustees as charity trustees and as directors have control of the Charity and its property and funds.
- 4.2. The Board of Trustees when complete consists of at least ten and not more than twenty individuals, to include those Trustees nominated and approved under article 4.4 below, and ex-officio Trustees, who take office upon appointment as Chairman of a Committee under article 6.3 below.
- 4.3. The subscribers to the Memorandum are the first Trustees.
- 4.4. Every future Trustee must be nominated and approved by the Trustees and must sign a declaration of eligibility and willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 4.5. Every Trustee shall be appointed for a term of four years, following which he or she must retire. The Chairman shall also be appointed for 4 years with an option to serve a fifth year if he/she and the trustees desire. Vice Chairmen are elected from year to year.
- 4.6. Except for the Chairman, a retiring Trustee who remains qualified may be reappointed after the expiry of one calendar year from the date of his or her retirement and serve for a further period of 4 years. The Chairman can be reappointed as a trustee in accordance with clause 4.5 without the one year interval if agreed by the Trustees.
- 4.7. A Trustee's term of office automatically terminates if he or she:
 - 4.7.1. is disqualified under the Charities Act from acting as a charity trustee;
 - 4.7.2. is incapable, whether mentally or physically, of managing his or her own affairs;
 - 4.7.3. is absent from meetings of the Trustees without good cause for a period of twelve months and is asked by a majority of the other Trustees to resign;

- 4.7.4. resigns as a Guarantor Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming such membership of the Charity before the next AGM);
- 4.7.5. resigns by written notice to the Trustees (but only if at least two Trustees will remain in office);
- 4.7.6. is removed by resolution of the Guarantor Members present and voting at a general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views;
- 4.8. Subject to the maximum number set out at article 4.2 above, the Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM.
- 4.9. A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 Trustees' Proceedings

- 5.1. The Trustees must hold at least 3 meetings each year.
- 5.2. A quorum at a meeting of the Trustees is 5 Trustees.
- 5.3. A meeting of the Trustees may be held either in person or by alternative means agreed by the Trustees in which all participants may communicate with all the other participants.
- 5.4. The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 5.5. Every issue may be determined by a simple majority of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. 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.
- 5.6. Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
- 5.7. A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

6 Trustees' Powers

The Trustees have the following powers in the administration of the Charity:

- 6.1. To appoint (and remove) any person (who may be a member or a Trustee) to act as Secretary in accordance with the Companies Act.
- 6.2. To appoint a Chairman, up to 4 Vice Chairmen, a Treasurer and other Honorary Officers from among their number.

- 6.3. To delegate any of their functions to committees consisting of two or more individuals appointed by them. At least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees.
- 6.4. To make standing orders consistent with the Memorandum, the Articles and the Companies Act to govern proceedings at general meetings.
- 6.5. To make rules consistent with the Memorandum, the Articles and the Companies Act to govern their proceedings and proceedings of committees.
- 6.6. To make regulations consistent with the Memorandum, the Articles and the Companies Act to govern the administration of the Charity and the use of its seal (if any).
- 6.7. To set up and administer Ordinary Member groups and establish terms of reference for such groups.
- 6.8. To appoint honorary Patrons Presidents Vice Presidents and create other honorary posts and to establish terms of reference for such persons.
- 6.9. To establish procedures to assist the resolution of disputes or differences within the Charity.
- 6.10. To exercise any powers of the Charity which are not reserved to a general meeting.

7 Advisory Council

- 7.1. The Charity shall have an Advisory Council which shall act in accordance with the terms of reference adopted by the Trustees from time to time;
- 7.2. Advisory Council membership shall be open to any individual or organisation interested in promoting the Objects who:
 - (a) is nominated by the Trustees, and
 - (b) consents in writing to become an Advisory Council member.
- 7.3. The Advisory Council members (whether individuals or organisational members acting through a nominated individual) shall serve for a maximum term of four years, after which they may offer themselves for re-appointment.
- 7.4. Advisory Council membership shall be terminated if the Advisory Council member concerned:
 - (a) gives written notice of resignation to the Charity;
 - (b) (in the case of an individual) dies; or
 - (c) is removed from Advisory Council membership by resolution of the Trustees on the grounds that in their reasonable opinion the Advisory Council member's continued membership of the Advisory Council is not in the best interests of the Charity.

- 7.5. Individual Advisory Council membership shall not be transferable but organisational members may send a representative of their choosing, subject to the consent of the Trustees.

8 Records and Accounts

- 8.1. The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:

- 8.1.1. annual returns;
- 8.1.2. annual reports; and
- 8.1.3. annual statements of account.

- 8.2. The Trustees must keep proper records of:

- 8.2.1. all proceedings at general meetings;
- 8.2.2. all proceedings at meetings of the Trustees;
- 8.2.3. all reports of committees; and
- 8.2.4. all professional advice obtained.

- 8.3. Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be *made available for inspection by members who are not Trustees if the Trustees so decide.*

- 8.4. A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

9 Notices

- 9.1. Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper or any journal distributed by the Charity.

- 9.2. The only address at which a Guarantor Member is entitled to receive notices sent by post is an address shown in the register of members.

- 9.3. Any notice given in accordance with these Articles is to be treated for all purposes as having been received:

- 9.3.1. 24 hours after being delivered by hand to the relevant address;
- 9.3.2. two clear days after being sent by first class post to that address;
- 9.3.3. three clear days after being sent by second class or overseas post to that address;

9.3.4. on the date of publication of a newspaper containing the notice;

9.3.5. on being handed to the member personally; or, if earlier,

9.3.6. as soon as the member acknowledges actual receipt.

9.4. A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

10 **Dissolution**

The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

11 **Interpretation**

11.1. In the Memorandum and in the Articles, unless the context indicates another meaning:

‘AGM’ means an annual general meeting of the Charity;

‘the Articles’ means the Charity’s articles of association;

‘Chairman’ means the chairman of the Trustees;

‘the Charity’ means the company governed by the Articles;

‘the Charities Act’ means the Charities Act 1993;

‘charity trustee’ has the meaning prescribed by section 97(1) of the Charities Act;

‘clear day’ means 24 hours from midnight following the relevant event;

‘the Commission’ means the Charity Commissioners for England and Wales;

‘the Companies Act’ means the Companies Act 1985;

‘connected person’ means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, any firm of which a Trustee is a member or employee, and any company of which a Trustee is a director, employee or shareholder having a beneficial interest in more than 1 per cent of the share capital;

‘custodian’ means a person or body who undertakes safe custody of assets or of documents or records relating to them;

'EGM'	means an extraordinary general meeting of the Charity;
'financial expert'	means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;
'financial year'	means the Charity's financial year;
'firm'	includes a limited liability partnership;
'game'	shall mean and include <ul style="list-style-type: none"> (1) all those species defined as such by the law of England and Wales in section 2 of the Game Act 1831; in the Night Poaching Act 1828 Section 1 (a); and in the Poaching Prevention Act 1826 Section 1; (2) all those birds which may be killed or taken outside the close season as listed in Part I of Schedule 2 of the Wildlife and Countryside Act 1981; and (3) such other species (including, but without limitation, quarry species such as deer, game fish and other fish) as the Trustees shall from time to time determine;
'guarantor member'	Means those persons described in article 1
'indemnity insurance'	means 'insurance against personal liability incurred by any Trustee for an act or omission which is or 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 breach of duty;
'material benefit'	means a benefit which may not be financial but has a monetary value;
'member'	includes ordinary and guarantor members unless otherwise stated
'Memorandum'	means the Charity's Memorandum of Association;
'month'	means calendar month;
'nominee company'	means a corporate body registered or having an established place of business in England and Wales;

‘the Objects’	means the Objects of the Charity as defined in clause 3 of the Memorandum;
‘ordinary member’	means those persons described at article 2.2.1
‘Secretary’	means the company secretary of the Charity;
‘taxable trading’	means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;
‘Trustee’	means a charity trustee of the Charity and ‘Trustees’ means the charity trustees.
‘written’ or ‘in writing’	refers to a legible document on paper including a fax message;
‘year’	means calendar year.

11.2. Expressions defined in the Companies Act have the same meaning.

11.3. References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.