

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 8901784

The Registrar of Companies for England and Wales, hereby certifies that

LAWES AGRICULTURAL TRUST

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on 19th February 2014



N08901784O

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01(ef)

Application to register a company

Received for filing in Electronic Format on the: 18/02/2014



X3205C2R

Company Name
in full: **LAWES AGRICULTURAL TRUST**

I confirm that the above proposed company meets the conditions for exemption from the requirements to have a name ending with 'Limited' or permitted alternative

Company Type: **Private limited by guarantee**

Situation of Registered
Office: **England and Wales**

Proposed Register
Office Address: **ROTHAMSTED
HARPENDEN
HERTS
UNITED KINGDOM
AL5 2JQ**

I wish to adopt entirely bespoke articles

Proposed Officers

Company Secretary 1

Type: **Person**
Full forename(s): **MR STEPHEN**

Surname: **JAMES**

Former names:

Service Address: **7 CHASESIDE CLOSE
CHEDDINGTON
LEIGHTON BUZZARD
BEDFORDSHIRE
UNITED KINGDOM
LU7 0SA**

Consented to Act: **Y** *Date authorised:* **19/02/2014** *Authenticated:* **YES**

Company Director **1**

Type: **Person**

Full forename(s): **SIR GORDON RICHARD**

Surname: **CONWAY**

Former names:

Service Address: **MILL FARM MILL LANE
RIPE
LEWES
UNITED KINGDOM
BN8 6AX**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **06/07/1938**

Nationality: **BRITISH**

Occupation: **PROFESSOR**

Consented to Act: **Y**

Date authorised: **19/02/2014**

Authenticated: **YES**

Company Director 2

Type: **Person**

Full forename(s): **LORD DONALD THOMAS YOUNGER**

Surname: **CURRY**

Former names:

Service Address: **MIDDLE FARM BARRASFORD
HEXHAM
NORTHUMBERLAND
UNITED KINGDOM
NE48 4DA**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **04/04/1944** *Nationality:* **BRITISH**

Occupation: **COMPANY DIRECTOR**

Consented to Act: **Y** *Date authorised:* **19/02/2014** *Authenticated:* **YES**

Company Director **3**

Type: **Person**
Full forename(s): **LORD EWEN JAMES HANNING**

Surname: **CAMERON**

Former names:

Service Address: **DILLINGTON FARMS
ILMINSTER
SOMERSET
UNITED KINGDOM
TA19 9EG**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **24/11/1949** *Nationality:* **BRITISH**
Occupation: **LANDOWNER**

Consented to Act: **Y** *Date authorised:* **19/02/2014** *Authenticated:* **YES**

Company Director 4

Type: **Person**
Full forename(s): **LORD CHRISTOPHER ROBIN**

Surname: **HASKINS**

Former names:

Service Address: **QUARRYSIDE FARM SKIDBY
COTTINGHAM
UNITED KINGDOM
HU16 5TG**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **30/05/1937** *Nationality:* **BRITISH**

Occupation: **FARMER**

Consented to Act: **Y** *Date authorised:* **19/02/2014** *Authenticated:* **YES**

Company Director **5**

Type: **Person**

Full forename(s): **LORD JOHN AILWYN**

Surname: **DE RAMSEY**

Former names:

Service Address: **GRANGE FARM ABBOTS RIPTON
HUNTINGDON
CAMBRIDGESHIRE
UNITED KINGDOM
PE28 2PH**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **27/02/1942**

Nationality: **BRITISH**

Occupation: **FARMER**

Consented to Act: **Y**

Date authorised: **19/02/2014**

Authenticated: **YES**

Company Director **6**

Type: **Person**
Full forename(s): **PROFESSOR DAVID CHARLES**

Surname: **BAULCOMBE**

Former names:

Service Address: **63 CAERNARVON ROAD
NORWICH
UNITED KINGDOM
NR2 3HY**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **07/04/1952** *Nationality:* **BRITISH**

Occupation: **NONE**

Consented to Act: **Y** *Date authorised:* **19/02/2014** *Authenticated:* **YES**

Company Director 7

Type: **Person**

Full forename(s): **PROFESSOR EDWARD CHARLES DANIEL**

Surname: **COCKING**

Former names:

Service Address: **30 PATTERDALE ROAD
WOODTHORPE
NOTTINGHAM
UNITED KINGDOM
NG5 4LQ**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: **26/09/1931**

Nationality: **BRITISH**

Occupation: **SCIENTIST**

Consented to Act: **Y**

Date authorised: **19/02/2014**

Authenticated: **YES**

Statement of Guarantee

I confirm that if the company is wound up while I am a member , or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for :

- payment of debts and liabilities of the company contracted before I cease to be a member;*
- payments of costs, charges and expenses of winding up, and;*
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.*

Name: **GORDON RICHARD CONWAY**

Address: **MILL FARM MILL LANE
RIPE
LEWES
UNITED KINGDOM
BN8 6AX**

Amount Guaranteed: **£1.00**

Name: **DONALD THOMAS YOUNGER CURRY**

Address: **MIDDLE FARM BARRASFORD
HEXHAM
NORTHUMBERLAND
UNITED KINGDOM
NE48 4DA**

Amount Guaranteed: **£1.00**

Name: **EWEN JAMES HANNING CAMERON**

Address: **DILLINGTON FARMS
ILMINSTER
SOMERSET
UNITED KINGDOM
TA19 9EG**

Amount Guaranteed: **£1.00**

Name: **CHRISTOPHER ROBIN HASKINS**

Address: **QUARRYSIDE FARM SKIDBY
COTTINGHAM
UNITED KINGDOM
HU16 5TG**

Amount Guaranteed: **£1.00**

Name: **JOHN AILWYN DE RAMSEY**

Address: **GRANGE FARM ABBOTS RIPTON
HUNTINGDON
CAMBRIDGESHIRE
UNITED KINGDOM
PE28 2PH**

Amount Guaranteed: **£1.00**

Name: **DAVID CHARLES BAULCOMBE**

Address: **63 CAERNARVON ROAD
NORWICH
UNITED KINGDOM
NR2 3HY**

Amount Guaranteed: **£1.00**

Name: **EDWARD CHARLES DANIEL COCKING**

Address: **30 PATTERDALE ROAD
WOODTHORPE
NOTTINGHAM
UNITED KINGDOM
NG5 4LQ**

Amount Guaranteed: **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated: **Yes**

Company No:

Charity No:

**THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION
OF
LAWES AGRICULTURAL TRUST**

withers LLP
.....

16 Old Bailey

London

EC4M 7EG

Tel: +44 (0)20 7597 6000

Fax: +44 (0)20 7597 6543

Ref: csp/exm

Companies Act 2006
Company limited by guarantee
and not having a share capital
Articles of Association
of
LAWES AGRICULTURAL TRUST

1. Introduction

The **Charity** formed under these **Articles** is the successor to the charitable trust known as the Lawes Agricultural Trust, registered with charity no. 208228 (the '**Predecessor charity**').

2. Name

The name of the Charity is '**Lawes Agricultural Trust**'.

3. Registered office

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

4. Object

4.1 The **Object** of the Charity is to advance the science of agriculture for the public benefit through original investigation and research, which may embrace all or any subject(s) connected to or bearing upon agriculture, including animal or vegetable physiology, meteorology, botany and chemistry.

4.2 This Article 4.2 may be amended by **special resolution** but only with the prior **written** consent of **the Commission**.

5. Powers

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

- 5.1 to carry out, facilitate or fund experiments or research and to train and pay any person engaged in such work;
- 5.2 to consult, advise, co-operate with or assist others;
- 5.3 to provide information or advice;
- 5.4 to support, administer or establish other charities or other organisations;

- 5.5 to accept gifts and raise funds (but not by means of **Taxable Trading**);
- 5.6 to borrow money;
- 5.7 to give security for loans or other obligations (but only in accordance with the restrictions imposed by **the Charities Act**);
- 5.8 to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Trustees shall determine;
- 5.9 to let, license or dispose of any interest in property of any kind (but only in accordance with the restrictions imposed by the Charities Act);
- 5.10 to set aside funds for special purposes or as reserves against future expenditure;
- 5.11 to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind), but 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;
- 5.12 to delegate the management of investments to a Financial Expert, but only on terms that:
 - (a) the investment policy is set down **in writing** for the Financial Expert by the Trustees;
 - (b) the performance of the investments is reviewed regularly with the Trustees;
 - (c) the Trustees are entitled to cancel the delegation arrangement at any time;
 - (d) the investment policy and the delegation arrangement are regularly reviewed by the Trustees;
 - (e) all payments due to the Financial Expert are on a scale or at a level that is agreed in advance and are notified promptly to the Trustees on receipt; and
 - (f) the Financial Expert must not do anything outside the powers of the Charity;
- 5.13 to arrange for investments or other property of the Charity to be held in the name of a **nominee company** acting under the direction of the Trustees or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- 5.14 to deposit documents and physical assets with any company registered or having a place of business in England or Wales as **Custodian**, and to pay any reasonable fee required;

- 5.15 to insure the property of the Charity (including, for the avoidance of doubt, any property not owned by the Charity but under its control) against any foreseeable risk and to take out other insurance policies to protect the Charity when required;
- 5.16 subject to Article 11.3, to employ or otherwise contract for the services of agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 11, to remunerate any person, **firm** or company rendering services to the Charity and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Charity and their dependants;
- 5.17 to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- 5.18 to provide goods, services or other assistance or support by way of grants, scholarships, donations, loans or otherwise (whether or not for valuable consideration) and to make rules as to their value, methods of ascertainment and selection;
- 5.19 to act as trustee of **charitable** trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- 5.20 to enter into any funding or other arrangement with any government or any other authority;
- 5.21 to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Charity or in connection with any agreement or arrangement whatsoever, whether or not the Charity is a party to the same;
- 5.22 subject to the provisions of **the Companies Act**, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Trustee or other officer of the Charity (other than any person engaged by the Charity as auditor) to the extent permitted by the Companies Act and to pay for **indemnity insurance** for the Trustees;
- 5.23 to establish or acquire subsidiary companies (whether or not wholly owned by the Charity) and to determine the constitution, rights and obligations of such companies and to dissolve or modify the same;
- 5.24 to amalgamate with any other bodies that are charitable and have objects similar to the Object and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under these Articles;

- 5.25 to pay out of the funds of the Charity the costs of and incidental to the formation and registration of the Charity; and
- 5.26 to do anything else within the law which promotes or helps to promote the Object.

6. The Trustees

- 6.1 The Trustees as **charity trustees** have control of the Charity and its property and funds.
- 6.2 The first Trustees are the subscribers to the **Memorandum** (being the first **Members**).
- 6.3 In respect of any first Trustee who at the date of incorporation of the Charity is a director of the trustee of the Predecessor charity, his term in office as such a director shall be taken into account for the purposes of Articles 6.5 (maximum term) and 6.7 (retirement by rotation).
- 6.4 Subsequent Trustees shall comprise between three and ten persons, who shall each be:
- (a) a Member;
 - (b) permitted by law to be appointed as a Trustee and Member; and
 - (c) appointed by a decision of the Trustees.
- 6.5 A Trustee shall be eligible to serve as a Trustee for a maximum period of nine **years** consecutively, but the Trustees may, in the interests of the Charity and upon reasonable grounds, waive the maximum term a Trustee may serve for such period as the Trustees shall determine.
- 6.6 The Trustees shall be individuals who are over the age of 16, all of whom must support the Object and have signed a written declaration of willingness to act as a Trustee and Member of the Charity. Trustees shall be appointed primarily either for their knowledge and experience of practical agricultural and/or business matters, and/or on account of their scientific knowledge and training.
- 6.7 One-quarter (or the number nearest one-quarter, rounded up to the nearest whole number) of Trustees shall retire each year, those longest in office retiring first and the choice between any of equal service being made by drawing lots. Subject to Article 6.5, a Trustee retiring in accordance with this Article shall be eligible for re-appointment.
- 6.8 A Trustee's term of office as such automatically terminates if he/she:
- (a) ceases to be a Member;

- (b) is disqualified under the Charities Act from acting as a charity trustee;
- (c) is incapable, whether mentally or physically, of managing his/her own affairs;
- (d) is absent without permission, whether given in advance or subsequently, from three consecutive meetings of the Trustees;
- (e) resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
- (f) is removed by the Members pursuant to the provisions of the Companies Act.

7. Trustees' proceedings

- 7.1 The minimum number of meetings of the Trustees to be held each year may be fixed by the Trustees from time to time.
- 7.2 A quorum at a meeting of the Trustees may be fixed by the Trustees and unless so fixed shall be two Trustees.
- 7.3 A Trustee may attend a meeting of the Trustees either in person or by suitable **Electronic Means** agreed by the Trustees in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 7.4 The **Chairman** (if any) or in his absence, the **Vice-Chairman** (if any) or (if they are unwilling or unable to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 7.5 Subject to Articles 6.5 and 6.7, the Chairman and Vice-Chairman shall be elected from among the Trustees for such term as the Trustees may determine and a retiring Chairman or Vice-Chairman may be re-elected.
- 7.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Trustees (other than any **Conflicted Trustee** who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 7.7 Every Trustee has one vote on each issue but, in the case of an equality of votes, the Chairman of the meeting has a second or casting vote.
- 7.8 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a Trustees' meeting (including, but not limited to, a technical defect in relation to the appointment of a Trustee or the service of any notice).

8. Trustees' powers

- 8.1 Subject to the provisions of these Articles and the Companies Act, the Trustees may regulate their proceedings as they think fit.
- 8.2 Any Trustee may call a meeting of the Trustees.
- 8.3 The Trustees have the following powers in the administration of the Charity in their capacity as Trustees:
- (a) to admit or remove Members;
 - (b) to appoint and remove a Chairman and Vice-Chairman and any other honorary officers from among their number;
 - (c) to delegate any of their functions to committees;
 - (d) to make standing orders, rules and/or regulations consistent with the constitution and the Companies Act to govern proceedings at meetings, the administration of the Charity and the use of its seal (if any); and
 - (e) to confer on any individual (with his/her consent) any honorary title in respect of the Company;
 - (f) to exercise in their capacity as Trustees any powers of the Charity which are not reserved to them in their capacity as Members.

9. **Secretary**

The Charity may, but is not required to, have a **Secretary**. Any such Secretary shall be appointed by the Trustees for such term, at such remuneration and upon such conditions as the Trustees may think fit and any Secretary so appointed may be removed by the Trustees. A Secretary may be, but does not have to be, a Trustee.

10. **Committees**

- 10.1 The Trustees may establish a committee or committees comprising such persons as they shall think fit provided that each committee must include at least one Trustee.
- 10.2 The proceedings and powers of committees established by the Trustees shall be governed by such rules as the Trustees may from time to time prescribe.
- 10.3 No meeting of any committee shall be quorate unless at least one Trustee is present.
- 10.4 Any person co-opted to a committee who is not a Trustee shall not be entitled to vote at meetings of the committee. The number of such co-opted persons shall not exceed six.
- 10.5 Only a Trustee may chair a committee meeting. In the case of an equality of votes, the committee's chairman shall have a second or casting vote.

10.6 All proceedings of committees must be reported promptly to the Trustees.

11. **Benefits and conflicts**

11.1 The property and funds of the Charity must be used only for promoting the Object and do not belong to the Members but, subject to compliance with Article 11.5:

- (a) Members and **Connected Persons** may be paid interest at a reasonable rate on money lent to the Charity;
- (b) Members and Connected Persons may be paid a reasonable rent or hiring fee for property let or hired to the Charity; and
- (c) Members and Connected Persons may receive charitable benefits on the same terms as any other person.

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

- (a) as mentioned in Article 11.1, 11.3 or 11.4;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
- (c) the benefit of indemnity insurance as permitted by the Charities Act;
- (d) an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings); and
- (e) in exceptional cases, other payments or benefits (but only with the written consent of the Commission in advance and where required by the Companies Act the approval of the Members).

11.3 Subject to Articles 11.5 and 11.6, the Chairman may be remunerated for his services as Trustee.

11.4 No Trustee or Connected Person may be employed by the Charity except in accordance with Article 11.2(e) or 11.3 but any Trustee or Connected Person may enter into a written contract with the Charity to supply goods or services in return for a payment or other material benefit, but only if:

- (a) the goods or services are actually required by the Charity, and the Trustees decide that it is in the best interests of the Charity to enter into such a contract;

- (b) the nature and level of the consideration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 11.5; and
- (c) fewer than half of the Trustees are subject to such a contract in any **financial year**.

11.5 Subject to Article 11.6, any Trustee who becomes a Conflicted Trustee in relation to any matter must:

- (a) declare the nature and extent of his/her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Trustees;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

11.6 When any Trustee is a Conflicted Trustee, the Trustees who are not Conflicted Trustees, if they form a quorum without counting the Conflicted Trustee and are satisfied that it is in the best interests of the Charity to do so, may by resolution passed in the absence of the Conflicted Trustee authorise the Conflicted Trustee, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Trustee, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third party information confidential to the Charity;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Trustee or a Connected Person of any payment or material benefit from the Charity; or
- (d) refrain from taking any step required to remove the conflict.

11.7 This provision may be amended by special resolution but, where the result would be to permit any material benefit to a Trustee or Connected Person, only with the prior written consent of the Commission.

12. **Records and accounts**

12.1 The Trustees must comply with the requirements of the Companies Act and of the Charities Act as to keeping records, the audit or independent examination of accounts

and the preparation and transmission to the Registrar of Companies and the Commission of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

12.2 The Trustees must also keep records of:

- (a) all proceedings at meetings of the Trustees;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

12.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours.

12.4 A copy of the Charity's constitution and latest available statement of account must be supplied on request to any Trustee. Copies of the latest accounts must also be supplied in accordance with the Charities Act to any other person who makes a written request and pays the Charity's reasonable costs.

13. **Membership**

13.1 The Charity must maintain a register of Members.

13.2 The subscribers to the Memorandum are the first Members.

13.3 **Membership** is open only to the Trustees and is terminated immediately if the Member concerned ceases to be a Trustee.

13.4 The form and the procedure for applying for Membership is to be prescribed by the Trustees.

13.5 Membership is not transferable.

13.6 The Trustees may establish different classes of Members and recognise one or more classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

14. **General meetings**

14.1 Trustees in their capacity as Members are entitled to attend **general meetings** in

person or by proxy (but only if the appointment of a proxy is in writing and notified to the Charity before the commencement of the meeting).

14.2 Subject to Article 14.12, general meetings are called on at least 14 and not more than 28 **clear days'** written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

14.4 There is a quorum at a general meeting if the number of Members present in person or by proxy is at least two.

14.5 The Chairman (or in his absence, the Vice-Chairman) shall chair general meetings. In the absence of the Chairman or Vice-Chairman or in the event of the unwillingness of one of them to act as chair, the Members shall appoint one of their number to chair the general meeting. In the case of an equality of votes, the chair shall be entitled to a second or casting vote.

14.6 Except where otherwise provided by the Articles or the Companies Act, every issue before a general meeting is decided by **ordinary resolution**.

14.7 Every Member present in person or by proxy has one vote on each issue.

14.8 Except where otherwise provided by the Articles or the Companies Act, a **written resolution** (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.

14.9 The Charity may (but need not) hold an **AGM** in any year.

14.10 Members must annually:

- (a) receive the accounts of the Charity for the previous financial year;
- (b) receive a written report on the Charity's activities;
- (c) be informed of the retirement of those Trustees who wish to retire; and
- (d) appoint reporting accountants or auditors for the Charity;

14.11 Members may also from time to time:

- (a) confer on any individual (with his/her consent) any honorary title in respect of the Charity; and

- (b) discuss and determine any issues of policy or deal with any other business put before them by the Trustees.

14.12 A general meeting may be called by the Trustees at any time and must be called within 21 clear days of a written request from one or more Trustees [, at least 10% of the Membership or (where no general meeting has been held within the last year) at least 5% of the Membership

14.13 A technical defect in the appointment of a Member of which the Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

15. Limited liability

The liability of Members is limited.

16. Guarantee

Every Member promises, if the Charity is dissolved while he/she remains a Member or within one year after he/she ceases to be a member, to pay up to £1 towards:

- 16.1 payment of those debts and liabilities of the Charity incurred before he/she ceased to be a Member;
- 16.2 payment of the costs, charges and expenses of winding up; and
- 16.3 the adjustment of rights of contributors among themselves.

17. Communications

17.1 Notices and other documents to be served on Members or Trustees under the Articles or the Companies Act may be served:

- (a) by hand;
- (b) by post; or
- (c) by suitable Electronic Means.

17.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.

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

- (a) 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;

- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class or overseas post to that address;
- (d) immediately on being handed to the recipient personally; or, if earlier,
- (e) as soon as the recipient acknowledges actual receipt.

18. **Dissolution**

- 18.1 If the Charity is dissolved, the assets (if any) remaining after providing for all its liabilities must be applied in one or more of the following ways:
- (a) by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Object;
 - (b) directly for the Object or for charitable purposes which are within or similar to the Object;
 - (c) in such other manner as the Commission approves in writing in advance.
- 18.2 A final report and statement of account must be sent to the Commission.
- 18.3 This Article 18 may be amended by special resolution but only with the prior written consent of the Commission.

19. **Interpretation**

- 19.1 The Articles are to be interpreted without reference to the model articles under the Companies Act, which **do not** apply to the Charity.
- 19.2 In the Articles, unless the context indicates another meaning:

'AGM'	means an annual general meeting of the Charity;
'Articles'	means the Charity's articles of association and 'Article' refers to a particular article;
'Chairman'	means the chairman of the Trustees;
'charitable purposes'	means purposes that are exclusively charitable under the laws of England and Wales and 'charitable' shall be construed accordingly;
'the Charities Act'	means the Charities Acts 1992 and 2011;
'Charity'	means the company governed by these Articles;

'charity trustee'	has the meaning prescribed to it in the Charities Act;
'clear day'	does not include the day on which notice is given or the day of the meeting or other event;
'the Commission'	means the Charity Commission for England and Wales or any body which replaces it;
'the Companies Act'	means the Companies Act 2006;
'Conflicted Trustee'	means a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Charity, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Charity;
'connected'	as defined in sections 252 and 254 of the Companies Act;
'Connected Person'	means, in relation to a Trustee, a person with whom the Trustee shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee , and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than 1% of the voting rights;
'constitution'	means the Memorandum and the Articles and any special resolutions relating to them;
'Custodian'	means a person or body who undertakes safe custody of assets or documents or records relating to them;
'Electronic Means'	refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference;
'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;
'general meeting'	means a meeting of the Members;
'indemnity insurance'	means insurance against personal liability incurred by any Trustee or other officer (other than any person engaged by the Charity as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or 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, direct or indirect, which may not be financial but has a monetary value;
'Member' and 'Membership'	refer to company membership of the Charity;
'Memorandum'	means the Charity's Memorandum of Association;
'nominee company'	means a corporate body registered or having an established place of business in England and Wales which holds title to property for another;
'Object'	means the object of the Charity as set out in Article 4.1;
'ordinary resolution'	means a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power;
'Predecessor charity'	means the charitable trust known as the Lawes Agricultural Trust, registered in England and Wales with charity no. 208228, the trustee of which at the date of the Charity's incorporation was LAT Trust Company Limited (formerly known as Lawes Agricultural Trust Company Limited), registered company no. 02566975;
'Secretary'	means a company secretary;
'special resolution'	means a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold 75% of the

voting power;

'Taxable Trading'	means carrying on a trade or business on a continuing basis which is for the principal purpose of raising funds rather than for the purpose of actually carrying out the Object, unless the income of the Charity from that trade or business is exempt from tax by reason of any legislation from time to time in force;
'Trustee'	means a director of the Charity and 'Trustees' means the directors;
'Vice-Chairman'	means the vice-chairman of the Trustees;
'written' or 'in writing'	refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper;
'written resolution'	refers to an ordinary or a special resolution which is in writing; and
'year'	means calendar year.

19.3 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) 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;
- (c) use of the singular includes the plural and vice versa; and
- (d) use of any gender includes the other genders.

Companies Act 2006

**Company limited by guarantee
and not having a share capital**

**Memorandum of Association of
LAWES AGRICULTURAL TRUST**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

Name of each subscriber

Authentication by each subscriber

Sir Gordon Conway

Lord Donald Curry

Lord Ewen Cameron

Lord Christopher Haskins

Lord John de Ramsey

Professor David Baulcombe

Professor Edward Cocking

Dated: 18 February 2014