
Dated: **23rd November 2023**

ARTICLES OF ASSOCIATION

of

THE WILDFOWL & WETLANDS TRUST

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THE COMPANIES ACT 1985
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION

of

THE WILDFOWL & WETLANDS TRUST

(as amended by Ordinary Resolutions of the Company dated 8 June 1995, 21 July 2001,
11 December 2008, 21 October 2010, 25th November 2021 and 23rd November 2023)

1. INTERPRETATION

1.1 In these Articles:

"the Acts"	means such provisions of the Companies Act 1985 and the Companies Act 2006 as are from time to time in force (in each case) and includes any statutory modification, amendment, variation or re-enactment from time to time
"Address"	means a postal address or, for the purposes of Electronic Communication, an e-mail address or a text message number in each case notified to the Trust
"the Articles"	means the articles of association of the Trust from time to time in force
"the Auditors"	means the auditors appointed by the Trust from time to time
"the Chair"	means the Chair from time to time of the Council
"the Chief Executive"	means the chief executive from time to time of the Trust appointed in accordance with article 29
"Corporation"	includes any body corporate, any county district or other public authorities and any unincorporated association
"the Council"	means the board of directors of the Trust, who are the charity trustees as defined by section 97 of the Charities Act 1993
"Electronic Communication"	means the same as in the Electronic Communications Act 2000
"Guarantor Member"	means the subscribers to the Articles and those who shall be admitted to Guarantor Membership in accordance with article 6
"Investment Adviser"	means an adviser to the Trust appointed in accordance with, and for the purposes set out in, article 24

“Member”	means all members of the Trust including Guarantor Members and Ordinary Members
“Memorandum”	means the original Memorandum of Association of the Trust dated 15 th December 1993
“Month”	means a calendar month
“Ordinary Member”	means a person or Corporation admitted as a member of the Trust in accordance with article 7, and shall include Fellows, Life Members and Honorary Members
“the President”	means the person appointed to such position by the Trust from time to time in accordance with article 25
“Rules”	means the rules or bye-laws introduced by the Council in accordance with article 35
“Secretary”	means any person appointed or temporarily appointed to perform the duties of the secretary of the Trust
“the Treasurer”	means the person appointed to such position by the Trust from time to time in accordance with article 28
“Trust”	means the Wildfowl and Wetlands Trust (registered number 2882729)
“the United Kingdom”	means the United Kingdom of Great Britain and Northern Ireland
“the Vice Chair”	means the Vice Chair from time to time of the Council
“Vice President”	means a person or persons appointed to such position by the Trust from time to time in accordance with article 26

Words importing the singular include the plural and vice versa.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible or electronic form.

Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Acts, but excluding any statutory modification not in force when these Articles become binding on the Trust.

A reference to an Act of Parliament includes any statutory modification or re-enactment of it from time to time in force.

2. **OBJECTS**

The Trust’s objects are to restore, create and protect wetlands to enhance their value for wildlife; to undertake any activity that in the opinion of the Council raises awareness of wetlands, including their critical value to wildlife, to people and to the environment; undertake scientific research, provide evidence, learning and guidance to support these objects; to maintain any establishments and sites as the Council may think fit, to manage, restore, create and protect wetlands; to disseminate knowledge and understanding of wetlands and their wildlife and/or to inspire conservation action through recreational opportunities and engagement; and to operate in the UK and in all parts of the world.

3. **POWERS OF THE TRUST**

3.1 In furtherance of the charitable objects outlined above the Trust shall have the following powers:

- (a) to promote and organise co-operation in the achievement of the above objects or any of them and to that end bring together in the Trust representatives of any similarly interested body, association, firm, company or authority;
- (b) to assist any such body or bodies financially or otherwise in the furtherance of the above purposes or any of them;
- (c) to promote and publicise the Trust's activities and objectives;
- (d) to obtain, collect and receive money and funds by way of contribution, donations, affiliation fees, subscriptions, legacies, grants or any other lawful method provided that the Trust shall not undertake any permanent trading activities in raising funds for its primary objects and accept and receive gifts of property of any description (whether subject to any special trusts or not) for or towards the above objects or any of them;
- (e) to act as trustee and undertake or accept any trusts or obligations in furtherance of the purposes of the Trust;
- (f) to operate a fund or establish another body or company, whether charitable or not, to operate or assist in operating a fund in furtherance of the objects of the Trust or any of them;
- (g) to invest the monies of the Trust not immediately required for its purpose in or upon such investments, securities or property as may be thought fit to the intent that the Trust shall have the same full and unrestricted power of investment as an absolute beneficial owner but subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided. The Trust may purchase or subscribe for the shares of any company (whether charitable or not) which intends to covenant that whole or a substantial part of its income to the Trust and the Council may take into account the expectation of receiving covenanted or other donations from any such company as a factor in considering the purchase or subscription for the shares. The Trust may guarantee the obligations of any such company or itself require moveable or immovable property for the use or occupation of the company;
- (h) to purchase, take on lease, or in exchange, hire or otherwise acquire in any manner any real or personal property necessary for the above objects of the Trust or any of them;
- (i) subject to such consents as may be required by law, to borrow or raise money in such manner and upon such terms as the Trust shall think fit, and in particular upon the security by way or mortgage, charge, debenture or otherwise of all or part of the property of the Trust;

- (j) subject to such consents as may be required by law, to sell, manage, let, mortgage, charge, debenture or otherwise dispose of all or any part of the property rights and privileges of the Trust as shall further its purposes;
- (k) to procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documents in furtherance of the above objects of the Trust or any of them;
- (l) to arrange and provide for or join with others in arranging and providing for the holding of exhibitions, meetings, lectures and classes to further the above objects of the Trust or any of them;
- (m) to operate museums and to acquire, hold, conserve and display collections;
- (n) to apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or licence of any authority, necessary or desirable for the furtherance or realisation of the purposes of the Trust, and to do all such acts and things, either along or jointly with others as shall further the objects set out above;
- (o) to federate or amalgamate with an affiliate or become affiliated to or co-operate with any body having the same or similar object or objects and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body which the Trust may lawfully acquire or undertake;
- (p) subject to the provisions hereinafter contained, to employ and pay officers and other persons or bodies whose services are required to further any of the objects of the Trust;
- (q) to make all reasonable and necessary provisions for the payment of pensions and superannuation to and on behalf of employees, ex-employees and their widows and other dependants who are in need;
- (r) to do all such other things as shall further the attainment of the above objects or any of them.

3.2 Provided that in the case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts and the objects of the Trust shall not extend to the regulation of relationships between workers and employers or organisations of workers and organisations of employers.

4. **APPLICATION OF INCOME AND PROPERTY**

4.1 The income and property of the Trust shall be applied solely towards the promotion of its objects as set forth in article 2 of these Articles of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Members of the Trust and no member of the Council shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust provided that nothing herein shall prevent any payment in good faith by the Trust:-

- (a) of reasonable and proper remuneration to any Members, officer or servant of the Trust (not being a member of the Council) for any services rendered to the Trust;
- (b) of interest on money lent by any Member or of the Council at a rate per annum not exceeding a reasonable and proper rate per annum not exceeding two per cent less than the published lending rate of a dealing bank to be selected by the Council;

- (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of the Council;
- (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council may be a member holding not more than 1/100th part of the capital of that company or to a company carrying on an incorporated professional practice of which a member of the Council is a member if the member of the Council could be recommended under paragraph (e) below where the company a partnership of which they were a partner;
- (e) to any member of the Council who may be engaged in any profession of reasonable professional charges for any professional services rendered by them or their firm or company to the Trust. When instructed by the Trust to act in a professional capacity on its behalf provided that at no time shall a majority of the members of the Council benefit under this provision and that a member of the Council shall withdraw from any meeting at which their appointment or remuneration, or that of their firm or company, is under discussion;
- (f) to any member of the Council such sum or sums as may be necessary to reimburse them for out of pocket expenses incurred in acting as such;
- (g) If upon winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Members of the Trust but shall be given or transferred to another body or institution or institutions having charitable objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trust under or by virtue of this article, such body, institution or institutions to be determined by the Council of the Trust at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
- (h) True accounts shall be kept of all sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Trust; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.

5. **LIABILITY OF MEMBERS**

5.1 The liability of each Guarantor Member is limited to £1, being the amount that each Guarantor Member undertakes to contribute to the assets of the Trust in event of its being wound up while they are a Guarantor Member or within one year after they cease to be a Guarantor Member, for:

- (a) payment of the Trust's debts and liabilities contracted before they cease to be a Guarantor Member;
- (b) payment of the costs, charges and expenses of winding up; and
- (c) adjustment of the rights of the contributories among themselves.

6. **GUARANTOR MEMBERS**

6.1 The number of Guarantor Members of the Trust shall be no more than 20 but the Council may from time to time increase the number of Guarantor Members.

6.2

- (a) Such persons as are admitted to membership in accordance with this article 6 shall be Guarantor Members of the Trust.
- (b) No person shall be admitted as a Guarantor Member unless they are approved by the Council.
- (c) Any person who wishes to become a Guarantor Member must sign and return to the Secretary an application form incorporating an undertaking to contribute to the assets of the Trust in accordance with article 5 and otherwise in such form as the Council shall prescribe. The Council has an absolute discretion as to whether or not to accept an application for Guarantor Membership.
- (d) The Secretary shall maintain a register of Guarantor Members and shall forthwith upon approval of any application to become a Guarantor Member enter the name of the new Guarantor Member in that register. Upon such entry that person shall become a Guarantor Member.
- (e) The Guarantor Members shall be the only members of the Trust for the purposes of and within the meaning given to that expression by the Acts.

7. **ORDINARY MEMBERS**

7.1 All those who are in sympathy with the objects of the Trust and are willing to comply with the Articles shall be eligible to become Ordinary Members.

7.2

- (a) Every person or Corporation desiring to become an Ordinary Member must sign and return to the Secretary an application form prescribed for the time being by the Council to be admitted to membership of the Trust in accordance with the Articles. Admission to membership shall be in accordance with a procedure to be prescribed by the Council from time to time. The Council has an absolute discretion as to whether or not to accept an application for membership.
- (b) Upon an application for ordinary membership being approved the Secretary shall forthwith enter the name of such person or Corporation in the books of the Trust and upon such entry such person shall become an Ordinary Member of the Trust.
- (c) Ordinary Members shall not be entitled to vote at or receive notice of General Meetings of the Trust save in the case of a resolution to change the constitution pursuant to article 16. However, the Council may invite the Ordinary Members to attend such meetings.
- (d) For the avoidance of doubt Ordinary Members shall not be members of the Trust within the meaning of or for the purposes of the Acts.

8. **ALL CATEGORIES OF MEMBERSHIP**

8.1 The Council may by resolution create different categories of Members and the rights and privileges attaching to each category. In the case where Members are entitled to vote and where the Member may be more than one person, the Council may specify the number of votes that Member shall have and the way in which those votes may be taken.

8.2 The rights and privileges of a Member shall not be transferable.

8.3 A Member shall cease to be a Member of the Trust:

- (a) upon their giving notice in writing to the Trust that they resign their membership;

- (b) (if an individual) upon dying, becoming of unsound mind, or bankrupt, or compounding with their creditors;
- (c) (if a Corporation) upon it having a winding up resolution passed or an order made for its winding up or a receiver being appointed of any of its assets;
- (d) if their subscription has not been paid for a period of three Months from the renewal date.

8.4 The Council has an absolute discretion to remove any Member; such removal to be in accordance with the procedures to be prescribed by the Council from time to time.

8.5 The Council may return any subscription or refuse to allow any subscription for membership to be renewed, if in their absolute discretion they deem it advisable to do so, without being liable to give any explanation or reason for exercising such right, and thereupon the Member whose subscription shall be returned or refused shall cease to be a Member of the Trust.

9. **ANNUAL SUBSCRIPTIONS**

9.1 The Council shall prescribe annual and other subscriptions to be paid by each Ordinary Member, save that the Council may decide that Honorary Members need pay no subscription and that Life Members should pay a single subscription for life.

9.2 The first subscriptions of Ordinary Members shall be due and payable on admission, and future subscriptions (where applicable) shall be due and payable in advance on the anniversary of the date of admission.

9.3 No Member shall be entitled to vote or to enjoy any privilege of the Trust so long as their subscription shall be in arrears.

10. **SUPPORTERS**

10.1

- (a) The Council may from time to time make and amend regulations in such form as they shall consider appropriate for the establishment, constitution and government of one or more groups of supporters or friends of the Trust or of any of its activities.
- (b) Such regulations may specify what persons and classes of persons shall be eligible to be members of any such group and may specify that any class of persons may automatically be members of a group. Regulation shall specify what subscription, if any, is to be payable by members of a group and may specify that those subscriptions shall be waived or deemed to be paid for some or some class of its members.
- (c) The members of any such group shall not automatically be Ordinary Members of the Trust, but they shall not prevent a person from being a member both of a group of supporters or friends and of the Trust.

11. **REGISTERS**

11.1 The Council shall cause the following registers to be kept at the registered office of the Trust or at such other place as they shall determine;

- (a) a register of Guarantor Members (such register forming the register of members for the purposes of the Acts);
- (b) a register of Ordinary Members (including Fellows, Life Members and Honorary Members);
- (c) a register of supporters or friends (if any);

- (d) a register of charges and debentures given by the Trust;
- (e) a register of the interests of the Council in debentures of the Trust;
- (f) a register of those appointed to the Council.

12. **GENERAL MEETINGS**

- 12.1 The Trust shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it, and not more than fifteen Months shall elapse between the date of one annual general meeting of the Trust and that of the next.
- 12.2 The annual general meeting shall be held at such time and place as the Council shall appoint.
- 12.3 All meetings other than the annual general meetings shall be called general meetings.
- 12.4 The Council may, whenever they think fit, convene a general meeting, and a general meeting shall also be convened on such requisition and in such manner as is provided by the Acts. If at any time there are not within the United Kingdom sufficient members of the Council capable of acting to form a quorum, any such member of the Council or any two Guarantor Members may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Council.

13. **NOTICE OF GENERAL MEETINGS**

- 13.1 Subject to the provisions of the Acts, general meetings shall be called by at least fourteen clear days' notice. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Trust in general meeting, to such persons as are, under the Articles of the Trust, entitled to receive such notice from the Trust PROVIDED THAT a meeting of the Trust shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed by a majority in number of the Guarantor Members having a right to attend and vote at the meeting, being a majority together representing not less than ninety per cent of the total voting rights at that meeting of the Guarantor Members
- 13.2 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

14. **PROCEEDINGS AT GENERAL MEETINGS**

- 14.1 All business shall be deemed special that is transacted at a general meeting, and also all that is transacted at an annual general meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Council and Auditors, the election of members of the Council in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
- 14.2 No business shall be transacted at any general meeting unless a quorum of Guarantor Members is present at the time when the meeting proceeds to business; save as herein otherwise provided, five Guarantor Members present in person or by proxy shall be a quorum or, if fewer, all the Guarantor Members of the Trust.
- 14.3 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Guarantor Members, shall be dissolved; in any other case it shall stand adjourned to the same day and at such other time and place as the Council may determine, and if at the adjourned meeting a quorum is not present within

half an hour from the time appointed for the meeting the Guarantor Members present shall be a quorum.

- 14.4 The President, or failing them, the Chair or Vice Chair of the Trust shall preside as Chair at every general meeting of the Trust or if none of them are present within fifteen minutes after the time appointed for the holding of the meeting or are unwilling to act, the Guarantor Members shall elect one of their number to be Chair of the meeting.
- 14.5 The Chair of the meeting may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 14.6 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded (a) by the Chair of the meeting or (b) by at least two Guarantor Members present in person or by proxy having the right to vote or (c) by any Guarantor Member or Guarantor Members present in person or by proxy and representing no less than one tenth of the total voting rights of all the Guarantor Members having the right to vote at the meeting. Unless a poll be so demanded a declaration by the Chair that a resolution has on a show of hands been carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of proceedings of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
- 14.7 If a poll is duly demanded it shall be taken in such manner as the Chair of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 14.8 In the case of an equality of votes, whether on a show of hands or on a poll, the Chair of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
- 14.9 A poll demanded on the election of a Chair or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
- 14.10 If at any general meeting any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the result of the voting unless it be pointed out at the same meeting, and not in that case unless it shall, in the opinion of the Chair of the meeting, be of sufficient magnitude to vitiate the result of the voting.

15. **VOTES OF MEMBERS**

- 15.1 Subject to any rights of restrictions attached to their membership or class of membership, every Guarantor Member shall have one vote.
- 15.2 On a poll votes may be given either personally or by proxy. On a show of hands only those Guarantor Members present in person may vote, save that the duly authorised representative of a Corporation present in person may vote on behalf of that Corporation. In the case of joint Guarantor Members where the Guarantor Members are together entitled to one vote, the vote of the senior who tenders a vote in person or by proxy shall be accepted to the exclusion of the votes of the other joint Guarantor Members. Seniority shall be determined by the order in which the names of the joint Guarantor Members are recorded in the Membership records.
- 15.3 The instrument appointing a proxy shall be in writing under the hand of the appointor or of their attorney duly authorised in writing, or, if the appointer is a Corporation, either under

seal or under the hands of an officer or attorney duly authorised. A proxy must be a Guarantor Member of the Trust or a member of the Council.

15.4 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Trust or at such other place within the United Kingdom as is specified for that purpose in the notice convening the meeting, not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty four hours before the time appointed for the taking of a poll and in default the instrument of a proxy shall to be treated as valid.

15.5 An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

THE WILDFOWL & WETLANDS TRUST

I/We
of
being a Guarantor Member of the Wildfowl & Wetlands Trust hereby appoint (1) the Chair of the Council of the Trust or failing them any member of the Council present at the meeting or (2)
of
or failing them
of

as my/our proxy to vote for me/us on my/our behalf at the general meeting of the Trust to be held on the

20[] and at any adjournment thereof.

My/our proxy shall cast my votes as follows:

Resolution 1 for/against
Resolution 2 for/against

If no manner of voting is directed, my/our proxy may cast my votes as they see fit.

Dated 20[]

Signed

15.6 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

15.7 Any Corporation which is a Guarantor Member of the Trust may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Trust, and the person so authorised shall be entitled to exercise the same powers on behalf of the Corporation which they represent as that Corporation could exercise if it were an individual Guarantor Member of the Trust.

16. **AMENDMENTS TO THE CONSTITUTION**

No resolution of the Guarantor Members amending these Articles shall have effect, unless those amendments have been approved by a simple majority of the votes cast at a separate meeting of the Ordinary Members who have attained the age of 18 or over, to be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and the amendments to the Articles

which are proposed. The notice shall be given in the manner hereinafter mentioned to each Ordinary Member of the Trust.

17. **THE COUNCIL**

The government of the Trust and the management of its concerns are vested in the Council, who in addition to the powers and authorities by the Rules, or otherwise, expressly conferred upon them may exercise all such powers and do all such acts and things as may be exercised or done by the Trust, but subject nevertheless to the provisions of the Articles and to any regulations from time to time made by the Council, but so that no regulation so made shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

18. **MEMBERSHIP OF THE COUNCIL**

18.1

- (a) Every Member (including for the avoidance of doubt Ordinary Members) shall be eligible to be a member of the Council. The Council shall be chosen from the Members and elected by the Guarantor Members in general meeting. In addition up to five additional members of Council may be co-opted each year by the Council. No Member who is an employee of the Trust may be a member of the Council. No Member who has been an employee of the Trust may be a member of the Council until a period of five years has elapsed since the termination of their employment with the Trust.
- (b) The Council shall have power to fill up any vacancies occurring in the Council during the interval between the Annual General Meetings.
- (c) Any member of the Council shall cease to be a member thereof if by notice in writing addressed to the Chief Executive they resign their office.
- (d) The continuing members of the Council may act notwithstanding any vacancies in their body.
- (e) No member of the Council shall vacate their office or be ineligible for i.e. appointment as a member thereof nor shall any person be ineligible for appointment as a member of the Council by reason only of their having attained any particular age.

19. **ELECTION OF COUNCIL MEMBERS**

19.1

- (a) For the purposes of filling vacancies in the Council annually occurring under article 20 any Member may make a nomination. Any such nomination must be supported in writing by not less than ten Members, and must be forwarded with the consent in writing of the candidate to the Chief Executive of the Trust not later than the 1 March in each year (or such other date as agreed by the Council and notified in writing to the Members). No Member (other than a member of the Council) may nominate or support the notification of more than one candidate for each vacancy to be a member of the Council in any one year. No employee of the Trust may nominate or be nominated as a candidate to be a member of the Council. No former employee of the Trust may nominate a candidate to be a member of the Council. The Council shall prepare a list of all the candidates nominated either by the Council or by Members, giving in alphabetical order their names and addresses and stating by whom each candidate is nominated and supported, and if a vote needs to be taken such list shall be sent to every Guarantor Member who is entitled to receive notice of the meeting and (if the Council so directs) the Ordinary Members not less than four weeks before the annual general meeting.

- (b) A vote for each candidate shall be taken at a meeting of Guarantor Members convened for this purpose to be held immediately after the annual general meeting. No vote may be given for any candidate whose name does not appear in the list of candidates and no name may be added to such list after the same has been circulated. The said list shall be in the form prescribed for the time being by the Council.

20. **RETIREMENT OF MEMBERS OF THE COUNCIL**

20.1

- (a) All members of the Council who have been members of the Council for three years since their last election shall retire at the next annual general meeting following completion of the three year term ("a Retiring Member"). A Retiring Member shall be eligible for re-election for an additional period of three years and thereafter a Retiring Member shall be eligible for re-election to the Council for three additional consecutive periods of one year provided that for each such period 75% of Guarantor Members that are present at a general meeting in person or by proxy vote in favour.

Other retiring members of the Council shall not be eligible for re-election until the annual general meeting in the following year, and until then shall not be eligible to be co-opted by the Council.

- (b) The co-opted members of the Council and any chosen by the Council under Article 18.1 b) to fill casual vacancies shall hold office only until the next annual general meeting, but shall be eligible to be elected or co-opted again by the Council.

20.2 Notwithstanding anything in this Article 20 or elsewhere in these Articles, but subject to the provisions of Article 21.1, Barnaby Briggs shall hold office as a member of Council until he ceases to act as Chair of the Council in accordance with Article 27(e).

21. **DISQUALIFICATION**

21.1 A member of the Council shall cease to be a member of the Council if they:

- (a) have a receiving order made against them or make an arrangement or composition with their creditors generally; or
- (b) are disqualified from acting by virtue of section 72 of the Charities Act 1993; or
- (c) become incapable by reason of mental disorder, illness or injury of managing and administering their own affairs; or
- (d) resign their office by notice in writing to the Trust; or
- (e) are removed from office by a resolution passed pursuant to the Acts; or
- (f) cease to be a Member; or
- (g) are directly or indirectly interested in any contract with the Trust and fail to declare the nature of their interest in the manner required the Acts; or
- (h) are absent without permission of the Council from more than 3 meetings of the Council in any 12 Month period and the Council resolve that their office shall be vacated.

21.2 A member of the Council shall not vote in respect of any contract in which they are interested or any matter arising thereout. A member of the Council so interested shall not be counted as part of the quorum present at any meeting at which the contract or matter is discussed during the discussion of and voting on the contract or matter, and if they do so their vote shall not be counted.

22. **PROCEEDINGS OF THE COUNCIL**

22.1

- (a) The Council may meet together for the dispatch of business and adjourn or otherwise regulate their meetings and proceedings as they think fit and may determine the quorum necessary for the transaction of business and the notice, if any, which is to be given of such meeting. Unless otherwise determined by the Council, not less than half of the current members of the Council shall form a quorum. It shall not be necessary to give notice of any meeting of the Council to any member thereof who may for the time being be out of the United Kingdom.
- (b) The Chief Executive on the requisition of the Chair or of any four members of the Council, shall at any time call a Meeting of the Council, and when such meeting is to be held every member of the Council residing in the United Kingdom shall be summoned by notice specifying the object of the meeting.
- (c) Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the Chair shall have a second or casting vote.
- (d) If at any meeting the Chair is not present at the time appointed for holding the same, the Vice Chair will act as Chair. If neither the Chair nor the Vice Chair are present, members of the Council present may choose one of their number to be Chair of the meeting.
- (e) A meeting of the Council at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions by or under these Rules vested in or exercisable by the Council generally.
- (f) Minutes of the proceedings of every meeting of the Council shall be taken, and afterwards inserted in a minute book to be kept for that purpose, and, when approved as correct at a subsequent meeting of the Council, signed by the Chair of such meeting.
- (g) The accounts of the Trust shall be from time to time examined by the Council, who shall present to the annual general meeting a statement thereof, together with a report on the general affairs of the Trust during the preceding year.
- (h) All acts done by any meeting of the Council shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of all or any members of the Council, be as valid as if every such member has been duly appointed.

22.2 The members of Council may take a unanimous decision without holding a meeting by indicating to each other by any means, including without limitation by electronic means (including by email), that they share a common view on a matter. Such decisions may, but need not, take the form of a resolution in writing, copies of which have been signed by each member of Council or to which each member of Council has otherwise indicated agreement in writing. A decision made in accordance with this Article 22.2 shall be as valid and effectual as if it has been passed at a meeting duly convened and held, provided the following conditions are complied with:

(a) approval from each member of Council must be received by the Chair or, if the Chair is unable or unwilling to do so, some other member of Council nominated by the Council for that purpose (**Recipient**);

(b) following receipt of a response from all of the members of Council, the Recipient shall communicate to all of the members of Council by any means whether the resolution has been formally approved by the Council in accordance with this Article 22.2;

(c) the date of the decision shall be the date of the communication from the Recipient confirming formal approval; and

(d) the Recipient prepares a minute of the decision and circulates it to the Council and the Secretary.

23. **COMMITTEES**

The Council may delegate any of their powers to committees consisting of such persons as the Council think fit. At least half the members of the Finance Audit & Risk Committee and the Remuneration Committee shall be members of the Council, but this restriction shall not apply to any other committee. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these Articles for regulating the meeting and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council. All acts and proceedings or any such committee shall be fully reported back to the Council as soon as possible.

24. **TRUST PROPERTY AND INVESTMENT**

24.1 Without prejudice to the general powers conferred by the Articles the Council shall have power:

(a) To invest from time to time all moneys and funds of the Trust not immediately required to be expended for the purposes thereof or to deposit the same with any authorised bank, or to arrange for the same to be invested and managed by a member of a recognised professional body, a member of a self-regulatory organisation or a member of the Financial Services Authority or such other organisation provided by statute from time to time for the authorised investment of money.

(b)

(1) Without prejudice to any other of their powers, to delegate to an Investment Adviser, for such period and upon such other terms as the Council think fit, power at the discretion of the Investment Adviser to buy and sell investments on behalf of the Council.

(2) Where the Council make a delegation under sub-clause (1) above at that time and from time to time thereafter give to the Investment Adviser clear instructions as to investment policy.

(3) The Council shall secure that any delegation under sub-clause (1) above is for the time being subject to the following provisions:

(i) no power included in the delegation shall exceed of in any way infringe the powers of investment of the Council;

(ii) no power included in the delegation shall be exercisable except in accordance with instructions as to investment policy given in advance under sub-clause (2) as above;

- (iii) the Council may, with or without notice, revoke the delegation or alter any of its terms notwithstanding that the period of the delegation has not expired (but without prejudice to the validity of anything done before such a revocation of alteration);
 - (iv) the Investment Adviser shall, as soon as reasonably possible after each purchase or sale in exercise of a power included in the delegation, report that purchase or sale to the Council (but if so instructed shall instead report to an investment committee constituted for the purpose under Article 23 above).
- (4) The Council shall review every delegation under sub-clause (1) above at such intervals (not exceeding, in the absence of special reasons, twenty four Months from the last preceding review under this sub-clause) as the Council think fit.

25. **PRESIDENT**

The President shall be elected by the Guarantor Members at the annual general meeting on the nomination of the Council, and shall be eligible for re-election every five years. The President shall be entitled to notice of and to attend all meetings of the Council.

26. **VICE PRESIDENTS**

The Council may appoint any number of persons to the honorary office of Vice President whose knowledge and experience the Council believes may be beneficial to the Trust, or who have helped the Trust before their appointment. Such Vice Presidents shall be appointed for such period as the Council in their absolute discretion may decide.

27. **CHAIR**

27.1

- (a) The Council shall elect a Chair of the Council from among their number, and they shall hold that office for three years from the date of their election as Chair. They will act as Chair of meetings of the Council.
- (b) The Chair may be re-elected after the expiry of their three year term but their period in office shall never exceed six consecutive years, save where the Chair has been re-elected for a period of up to 3 years as a member of the Council in accordance with article 20(a).
- (c) The Chair shall not retire as a member of the Council by rotation under Article 20 during their term of office.
- (d) The Chair may be removed by resolution of the Council.
- (e) Notwithstanding anything in this Article 27 or elsewhere in these Articles, but subject to the provisions of Article 21.1, Barnaby Briggs will serve as Chair of Council until the general meeting held as the annual general meeting of the Trust in 2026.

28. **VICE CHAIR**

28.1

- (a) The Council shall elect a Vice Chair of the Council from among their number, and they shall hold that office for three years from the date of their election as Vice Chair. They will act as Chair of meetings of the Council in accordance with article 22.1(d).

- (b) The Vice Chair may be re-elected after the expiry of their three year term but their period in office shall never exceed six consecutive years, save where the Vice Chair has been re-elected for a period of up to 3 years as a member of the Council in accordance with article 20(a).
- (c) The Vice Chair shall not retire as a member of the Council by rotation under Article 20 during their term of office.
- (d) The Vice Chair may be removed by resolution of the Council.

29. **TREASURER**

29.1

- (a) The Council shall elect an honorary Treasurer from among their number and they shall hold that office for three years from the date of their election.
- (b) The Treasurer may be re-elected after the expiry of their three year term but their period of office shall never exceed six consecutive years, save where the Treasurer has been re-elected for a period of up to 3 years as a member of the Council in accordance with article 20(a).
- (c) The Treasurer shall not retire as a member of the Council by rotation under Article 20 during their term of office.
- (d) The Treasurer may be removed by resolution of the Council.
- (e) It shall be the duty of the Treasurer at all times to be aware of the general financial position of the Trust and to prepare a statement of the financial position of the Trust for the information of the Council as and when required. The Treasurer shall have special charge of all accounts and of the collection by the Trust of all money due to it which, when received, shall be paid over as soon as possible to the bankers of the Trust.

30. **CHIEF EXECUTIVE**

30.1

- (a) The Council shall appoint a Chief Executive of the Trust on such terms as to remuneration, notice and with such authorities as the Council shall decide. It shall be the duty of the Chief Executive to ensure that these Articles and the resolutions of the Council are duly carried out; to exercise general authority over the staff of the Trust; to propose from time to time to the Council such measures as shall appear to them to be advisable for the welfare of the Trust; and to act in the name and on behalf of the Trust.
- (b) The Chief Executive shall not be a member of the Council but (except where questions relating to their own appointment and remuneration are discussed) they may attend all meetings of the Council and may speak on any issue being discussed. They shall not be entitled to vote.

31. **TRUSTEES**

The Wildfowl Trust (Holdings) Limited (registered number 587114) may act as trustees of the Trust for the purpose of holding property of the Trust.

32. **THE SECRETARY**

The Secretary shall be appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them. No person may be a member of the Council and Secretary at the same time.

33. **ACCOUNTS AND DIRECTORS' REPORT**

33.1 The members of the Council shall cause proper books of account to be kept in accordance with the provisions of the Acts with respect to:

- (a) all sums of money received and expended by the Trust and the matters in respect of which the receipt and expenditure takes place;
- (b) all sales and purchases of goods by the Trust;
- (c) the assets and liabilities of the Trust; and
- (d) proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Trust's affairs and to explain its transactions.

33.2 The books of account shall be kept at the registered office of the Trust or at such other place or places as the Council think fit, and shall always be open to inspection of Council.

The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulation the accounts and books of the Trust or any of them shall be open to inspection of Members not being members of the Council and no Member (not being a member of the Council) shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Council or by the Trust in general meeting subject nevertheless to the provision of article 4.1(g).

33.3 The Council shall from time to time in accordance with the Acts, cause to be prepared and to be laid before the Trust in general meeting such receipt and expenditure accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

33.4 A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Trust in general meeting, together with a copy of the Auditor's report, shall not less than twenty one days before the date of the meeting be sent to every Guarantor Member of, and every holder of debentures of, the Trust. Provided that this Article shall not require a copy of those documents to be sent to any person of whose Address the Trust is not aware or whose Address is outside the United Kingdom.

34. **NOTICES**

- (a) Any notice to be given to or by any person pursuant to the Articles must be in writing or must be given using Electronic Communications.
- (b) The Trust may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at their Address or by leaving it at the Address of the Member or by giving it using Electronic Communications to the Member's Address.
- (c) A Member present in person at any meeting of the Trust shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an Electronic Communication was sent in accordance with guidance

issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given.

- (e) A notice shall be given forty eight hours after the envelope containing it was posted; or in the case of an Electronic Communication, forty eight hours after it was sent.
- (f) Notice of every general meeting shall be given in any manner hereinbefore authorised to:
 - (i) every Guarantor Member except those Guarantor Members who (having no registered Address within the United Kingdom) have not supplied to the Trust an Address within the United Kingdom for the giving of notice to them;
 - (ii) every Member where the provisions of article 16 apply except those Members who (having no registered Address within the United Kingdom) have not supplied to the Trust an address within the United Kingdom for the giving of notice to them;
 - (iii) the Auditor for the time being of the Trust; and
 - (iv) every member of the Council.
- (g) No other person shall be entitled to receive notices of general meetings.

35. **INDEMNITY**

Subject to the provisions of the Act but without prejudice to any indemnity to which a trustee may otherwise be entitled, every member of the Council or other officer or auditor of the Trust shall be indemnified out of the assets of the Trust against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he is acquitted or in connection with any application in which relief is granted to him/her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Trust. Provided that this article shall not apply in relation to costs which a member of the Council is ordered to pay or of which he is deprived.

36. **RULES OR BYE-LAWS**

36.1 The Council may from time to time make such Rules or Bye-Laws as they may deem necessary of expedient or convenient for the proper conduct and management of the Trust and for the purpose of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Bye-Laws regulate:

- (a) the admission and classification of Members, and the rights and privileges of such Members, and the conditions of membership and the terms on which Members may resign or leave their membership terminated and the entrance fees, subscriptions and other fees or payment to be made by Members;
- (b) the conduct of Members in relation to one another; and the Trust's servants;
- (c) the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Council insofar as such procedure is not regulated by these Articles; and
- (e) generally, all such matters as are commonly the subject matter of the Trust Rules.

36.2 The Trust in general meeting shall have power to alter or repeal the Rules or Bye-Laws and to make additions thereto and the Council shall adopt such means as they deem sufficient to bring to the notice of members of the Trust all such Rules or Bye-Laws, which so long as they shall be in force, shall be binding on all members of the Trust. Provided, nevertheless, that no Rule or Bye-Law shall be inconsistent with, or shall affect or repeal anything contained in the Articles.

37. **DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE**

37.1 Where the 2006 Act permit the Trust to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided the Company complies with the requirements of the 2006 Act.

37.2 Subject to any requirement of the 2006 Act documents and notices may be sent to the Trust in electronic form to the address specified by the Trust for that purpose and such documents or notices sent to the Trust are sufficiently authenticated if the identity of the sender is confirmed in the way the Trust has specified.