

COMPANIES ACTS 2006  
COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL  
ARTICLES OF ASSOCIATION

OF

NATIONAL BIODIVERSITY NETWORK TRUST

**1. REGULATIONS AND ARTICLES NOT TO APPLY**

No regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of the Charity.

**2. NAME**

The name of the company is National Biodiversity Network Trust (“the Charity”).

**3. REGISTERED OFFICE**

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

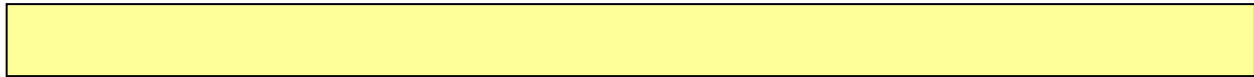
**4. OBJECTS**

The objects of the Charity are for the public benefit, to advance, formally and informally, public participation in and public understanding and enjoyment of, the conservation of biological resources, together with their sustainable and wise use, by providing public access to biological records, data or information pertaining to the United Kingdom, the Channel Islands and the Isle of Man (“the Objects”). In these Articles, where the context permits or requires, “biological records, data or information” shall mean records (in any form) of kinds, numbers and habitats of wildlife and assemblages of organisms, living, fossil and of all kinds.

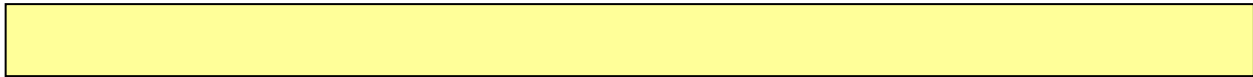
**5. POWERS**

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

- 5.1 To facilitate, promote and co-ordinate the collection, compilation, collation, interpretation, pooling and dissemination of biological records;

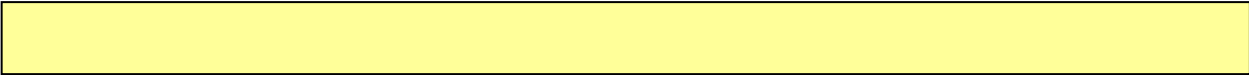


- 5.2 To promote, co-ordinate, establish, maintain and monitor standards of accuracy, formats, accessibility and compatibility of biological data and information;
- 5.3 To promote and facilitate the survey and study of biodiversity through biological recording and both disseminate and promote the dissemination of the results of such study and research;
- 5.4 To compile, maintain and publish a register of centres, agencies and other organisations, which hold biological data and information and accredit, establish and promote a network of such centres, agencies or organisations;
- 5.5 To promote the co-ordination, pooling and use of biological data and information in conjunction with physical, climatic, social or other data;
- 5.6 To develop computer software or other materials to assist, promote and enhance any of these activities;
- 5.7 To generate products and materials based on biological data in a wide range of formats and promote their public use;
- 5.8 To provide and promote communication or other information and services relating to, or incidental to, any of the activities set out in articles 5.1 to 5.7 above, especially for the benefit of the public as well as for the scientific community;
- 5.9 Through the provision of services, advice, guidance or other means, develop understanding of how biological data and information can be used to aid decisions taken by others consistent with the Objects;
- 5.10 To promote or carry out research;
- 5.11 To provide advice;
- 5.12 To publish or distribute information;
- 5.13 To co-operate with other bodies;
- 5.14 To support, administer or set up other charities;
- 5.15 To amalgamate in any manner with any other company or organisation whose objects are or include objects similar to the Objects but not so that the Charity ceases to be charitable in law;
- 5.16 To raise funds (but not by means of taxable trading) and to accept any gift of money or other property, whether subject to any special trust or not, for any one or more of the Objects;
- 5.17 To borrow money and to charge the whole or any part of the property belonging to the Charity as security for repayment of the money borrowed or as security for a grant or the discharge of an obligation. The Charity must comply as appropriate with sections 124-126 of the Charities Act 2011 if it wishes to mortgage land;
- 5.18 To acquire or hire property of any kind;
- 5.19 To sell, lease or otherwise dispose of all or any part of the property belonging to the Charity. In exercising this power, the Charity must comply as appropriate with sections 117 and 122 of the Charities Act 2011;



- 5.20 To make grants or loans of money and to give guarantees;
- 5.21 To set aside funds for special purposes or as reserves against future expenditure;
- 5.22 To deposit or invest funds in any manner (but to invest only after obtaining advice from a financial expert and having regard to the suitability of investments and the need for diversification), in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.23 To delegate the management of investments to a financial expert, but only on terms that:
  - 5.23.1 the investment policy is set down in writing for the financial expert by the Trustees;
  - 5.23.2 every transaction is reported promptly to the Trustees;
  - 5.23.3 the performance of the investments is reviewed regularly with the Trustees;
  - 5.23.4 the Trustees are entitled to cancel the delegation arrangement at any time;
  - 5.23.5 the investment policy and the delegation arrangement are reviewed at least once a year;
  - 5.23.6 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
  - 5.23.7 the financial expert must not do anything outside the powers of the Trustees;

in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.24 To arrange for investments or other property of the Charity to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and to pay any reasonable fee required, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000;
- 5.25 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 5.26 To insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any act or omission which is 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;
- 5.27 To indemnify the Trustees in accordance with article 6.2.3;
- 5.28 Subject to article 6, to employ paid or unpaid agents, staff or advisers;
- 5.29 To enter into contracts to provide services to or on behalf of other bodies;
- 5.30 To establish subsidiary companies to assist or act as agents for the Charity;



- 5.31 To pay the costs of forming the Charity; and
- 5.32 To do anything else within the law which promotes or helps to promote the Objects.

## 6. BENEFITS TO MEMBERS AND TRUSTEES

- 6.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the **members** of the Charity but:
  - 6.1.1 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;
  - 6.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity; and
  - 6.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity.
- 6.2 A Trustee must not receive any payment of money or other **material benefit** (whether directly or indirectly) from the Charity except:
  - 6.2.1 as mentioned in articles 5.26, 6.1.2, 6.1.3 or 6.3;
  - 6.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity;
  - 6.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
  - 6.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding; and
  - 6.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the **Commission** in advance).
- 6.3 Any Trustee (or any firm or company of which a Trustee is a member or employee) may enter into a contract with the Charity to supply goods or services in return for a payment or other material benefit where that is permitted in accordance with and subject to the conditions in Sections 185 and 186 of the Charities Act 2011 and only if:
  - 6.3.1 the goods or services are actually required by the Charity;
  - 6.3.2 the nature and level of the remuneration 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 1.1; and
  - 6.3.3 no more than one half of the Trustees are subject to such a contract in any financial year.
- 6.4 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A Trustee must absent himself or herself from any

discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

6.5 If a conflict of interests arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:

6.5.1 the conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;

6.5.2 the conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting; and

6.5.3 the unconflicted Trustees consider it is in the interests of the Trust to authorise the conflict of interests in the circumstances applying.

6.6 In this article 6 a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Trustee or to a connected person.

6.7 This article may not be amended without the prior written consent of the **Commission**.

## **7. LIMITED LIABILITY**

The liability of members is limited.

## **8. GUARANTEE**

Every 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 the contributor was a member.

## **9. DISSOLUTION**

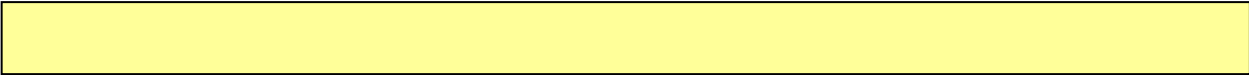
9.1 If the Charity is dissolved the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:

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

9.1.2 directly for the Objects or charitable purposes within or similar to the Objects; and/or

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

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



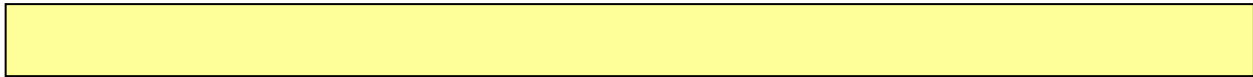
## BECOMING AND CEASING TO BE A MEMBER

### 10. MEMBERSHIP

- 10.1 The number of members with which the Charity proposes to be registered is unlimited.
- 10.2 The Charity must maintain a register of names and addresses of the members.
- 10.3 **Membership** of the Charity, which is a company established as a charity and whose directors are trustees and referred to in these articles as "Trustees", is open to any organisation or individual interested in promoting the Objects who:
- 10.3.1 Applies to the Charity in the form required by the Trustees;
  - 10.3.2 Is approved by the Trustees; and
  - 10.3.3 signs the Register of members or consents in writing to become a member either personally or (in the case of a member organisation) through an **authorised representative**.
- 10.4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties and set the amounts of any subscriptions provided such rights are not inconsistent with the rights set out in these Articles. Where persons are admitted to membership as "non-voting" members such members shall be entitled to attend general meetings but shall not be entitled to vote or count towards the quorum.

#### TERMINATION OF MEMBERSHIP

- 10.5 A member may withdraw from membership of the Charity by giving 7 days' notice to the Charity in writing.
- 10.6 Membership is terminated if the member concerned:
- 10.6.1 Gives written notice of resignation to the Charity;
  - 10.6.2 dies or (in the case of an organisation) ceases to exist; or
  - 10.6.3 is six **months** in arrears in paying the relevant subscription (if any) (but in such a case the member may be reinstated on payment of the amount due);
- Or
- 10.6.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity (but only after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 **clear days** after receiving notice).
- 10.7 Membership of the Charity is not transferable.



## **11. ORGANISATION OF GENERAL MEETINGS**

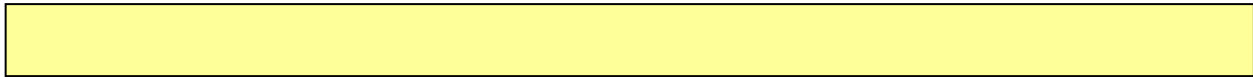
### **GENERAL MEETINGS**

#### **ATTENDANCE AND SPEAKING AT GENERAL MEETINGS**

- 11.1 The minimum period of notice required to hold a general meeting of the Charity is fourteen clear days:
- 11.2 A general meeting may be called by shorter notice if it is so agreed by a majority in number of members having a right to attend and vote at the meeting, being a majority who together hold not less than 90% of the total voting rights.
- 11.3 The notice must specify the date, time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act 2006 and article 13.
- 11.4 The notice must be given to all the members and to the Trustees and auditors.
- 11.5 The proceedings at a meeting shall not be invalidated because a person who was entitled to receive notice of the meeting did not receive it because of an accidental omission by the Charity.
- 11.6 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 11.7 A person is able to exercise the right to vote at a general meeting when:
  - 11.7.1 That person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - 11.7.2 That person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 11.8 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 11.9 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 11.10 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

#### **QUORUM FOR GENERAL MEETINGS**

- 11.11 No business, other than the appointment of the chairman of the meeting, is to be transacted at a general meeting if the persons attending it do not constitute a quorum.



11.12 A quorum is at least 20% of the members in person or by proxy and entitled to vote upon the business to be conducted at the meeting.

11.13 The authorised representative of a member organisation shall be counted in the quorum.

#### CHAIRING OF GENERAL MEETINGS

11.14 The **Chairman** or (if the Chairman is unable or unwilling to do so) some other member elected in accordance with article 11.15 shall chair a general meeting.

11.15 If the Trustees have not appointed a chairman, or if the Chairman is not present within ten minutes of the time at which a meeting was due to start the Trustees present, or (if no Trustees are present), the meeting must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

#### ATTENDANCE AND SPEAKING BY TRUSTEES AND NON-MEMBERS

11.16 Trustees may attend and speak at general meetings, whether or not they are members.

11.17 The chairman of the meeting may permit other persons who are not members of the Charity, or otherwise entitled to exercise the rights of members in relation to general meetings, to attend and speak at general meetings.

#### ADJOURNMENT

11.18 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

11.19 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

11.19.1 the meeting consents to an adjournment; or

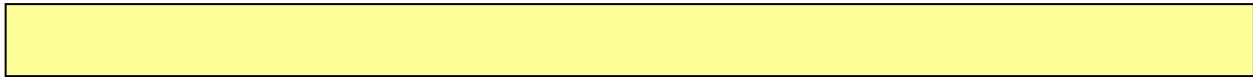
11.19.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.

11.20 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting. When adjourning a general meeting, the chairman of the meeting must:

11.20.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and

11.20.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.



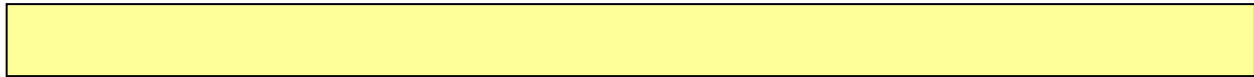


- 11.21 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Charity must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 11.21.1 to the same persons to whom notice of the Charity's general meetings is required to be given; and
  - 11.21.2 containing the same information which such notice is required to contain.
- 11.22 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## 12. VOTING AT GENERAL MEETINGS

### VOTING

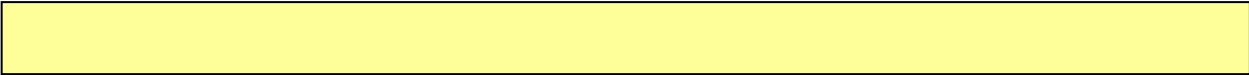
- 12.1 Except where otherwise provided by the **Act** (majority for ordinary resolutions, 75% majority for special resolutions), every issue is decided by a majority of the votes cast.
- 12.2 Every member with voting rights present in person (or through an authorised representative) or by proxy has one vote on each issue in respect of which he, she or it is entitled to vote under any Standing Orders made by the Trustees.
- 12.3 Any vote at a meeting shall be decided by a show of hands unless before, or on the declaration of the result of, the show of hands a poll is demanded:
- 12.3.1 by the person chairing the meeting; or
  - 12.3.2 by at least two members present in person or by their authorised representative or by proxy and having the right to vote at the meeting.
- 12.4 The declaration by the person who is chairing the meeting of the result of a vote shall be conclusive unless a poll is demanded.
- 12.5 The result of the vote must be recorded in the minutes of the Charity but the number or proportion of votes cast need not be recorded.
- 12.6 A demand for a poll may be withdrawn, before the poll is taken, but only with the consent of the person who is chairing the meeting. If the demand for a poll is withdrawn the demand shall not invalidate the result of a show of hands declared before the demand was made.
- 12.7 A poll must be taken as the person who is chairing the meeting directs, who may appoint scrutineers (who need not be members) and who may fix a time and place for declaring the results of the poll.
- 12.8 The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
- 12.9 A poll demanded on the election of a person to chair a meeting or on a question of adjournment must be taken immediately. A poll demanded on any other question must be taken either immediately or at such time and place as the person who is chairing the meeting directs.



- 12.10 The poll must be taken within thirty days after it has been demanded.
- 12.11 If the poll is not taken immediately at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 12.12 If a poll is demanded the meeting may continue to deal with any other business that may be conducted at the meeting.
- 12.13 A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75%) of the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective provided that:
  - 12.13.1 a copy of the proposed resolution has been sent to every eligible member;
  - 12.13.2 a simple majority (or in the case of a special resolution a majority of not less than 75%) of members has signified its agreement to the resolution; and
  - 12.13.3 it is contained in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date.
- 12.14 A resolution in writing may comprise several copies to which one or more members have signified their agreement.
- 12.15 In the case of a member that is an organisation, its authorised representative may signify its agreement.
- 12.16 At a general meeting the members may:
  - 12.16.1 receive the accounts of the Charity for the previous financial year;
  - 12.16.2 receive the Trustees' report on the Charity's activities since the previous general meeting;
  - 12.16.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
  - 12.16.4 elect persons to be Trustees to fill the vacancies arising;
  - 12.16.5 appoint auditors for the Charity;
  - 12.16.6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity; and
  - 12.16.7 discuss and determine any issues of policy or deal with any other business put before them.

### **13. PROXY**

- 13.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative, or by proxy.
- 13.2 Any member may appoint a proxy to attend, speak and vote at a general meeting of the Charity. A proxy need not be a member of the Charity but no more than one proxy may be appointed by any one member to



attend on the same occasion. A proxy must be appointed in writing in the following form, or any similar form approved by the Trustees, and the member (or its authorised representative in the case of a member organisation) must sign the form. The form must be deposited at the registered office of the Charity or such other location specified in the notice calling the meeting, not less than 48 hours before the time appointed for the start of the meeting.

- 13.3 The Charity shall not be obliged to check that any proxy or authorised representative exercises the votes of the appointing member, either at all or in accordance with the voting instructions given.
- 13.4 No vote at any general meeting of the Charity shall be declared or deemed invalid by virtue solely of any failure by any proxy or corporate representative to vote in accordance with the voting instructions given to him by the appointing member.

APPROVED FORM

“NATIONAL BIODIVERSITY NETWORK TRUST

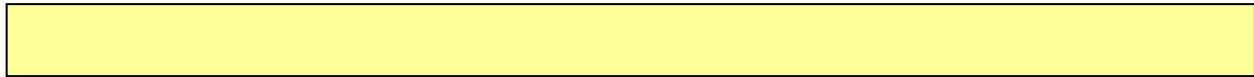
I,..... of ....., a member of the above Charity, appoint ....., of..... to be my proxy to vote on my behalf at the annual/ general meeting of the Charity to be held on ....., and at any adjournment

Signed by the appointing member:

Dated:

**14. AMENDMENTS TO RESOLUTIONS**

- 14.1 An ordinary resolution to be proposed at a general meeting may be amended if:
  - 14.1.1 notice of the proposed amendment is given to the Charity in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
  - 14.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 14.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
  - 14.2.1 the chairman of the meeting proposes the amendment at the general meeting at which there solution is to be proposed; and
  - 14.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 14.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman’s error does not invalidate the vote on that resolution.



## **15. THE TRUSTEES**

- 15.1 The Trustees as directors and charity trustees have control of the Charity and its property and funds.
- 15.2 The Trustees when complete consist of at least four and not more than fifteen individuals.
- 15.3 Every Trustee must sign a declaration of willingness to act as a charity trustee of the Charity before he or she is eligible to vote at any meeting of the Trustees.
- 15.4 One third (or the number nearest one third) of the Trustees must retire at each general meeting convened for the purposes of appointing Trustees provided that such meetings shall not be convened less than 9 months following the previous meeting convened for such purpose, those longest in office retiring first and the choice between any of equal service being made by drawing lots. A retiring Trustee who is competent to act may be re-appointed at the end of his or her term of office. No Trustee, including the Chairperson, may serve more than 10 years in office in total without the approval of the members given by an ordinary resolution.
- 15.5 A Trustee's term of office, including that of the Chairman, automatically terminates if he or she:
  - 15.5.1 ceases to be a director by virtue of any provision in the Act or is prohibited by law from being a director;
  - 15.5.2 is disqualified under sections 178 and 179 of the Charities Act 2011 from acting as a charity trustee;
  - 15.5.3 becomes incapable by reason of a mental disorder, illness or injury of managing or administering his or her own affairs;
  - 15.5.4 is absent (without permission from the Trustees) from 2 consecutive meetings of the Trustees;
  - 15.5.5 resigns from the Charity by written notice to the Trustees (but only if at least two Trustees will remain in office); or
  - 15.5.6 is removed by resolution passed by at least a simple majority of the 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.
- 15.6 The Trustees may at any time co-opt any person duly 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 general meeting.
- 15.7 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.

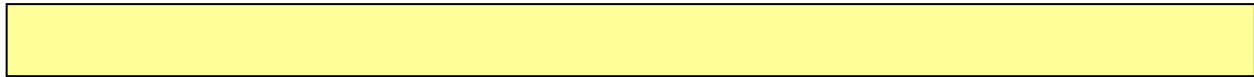
### **PROCEEDINGS OF TRUSTEES**

- 15.8 The Trustees must hold at least 3 meetings each year.

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- 15.9 No decision may be made by meeting of the Trustees unless a quorum is present at the time the decision is purported to be made. The quorum shall be four Trustees save where the number of directors in office is less than the number fixed as quorum in which case the quorum shall be the number remaining in office until there are four Trustees in office.
  - 15.10 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
  - 15.11 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.
  - 15.12 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 (and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature).
  - 15.13 Except for the chairman of the meeting, who has a second or casting vote, every Trustee has one vote on each issue.
  - 15.14 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting. For the avoidance of doubt, this article is not intended to validate any act or decision which is in breach of trust or is otherwise a misuse of the Charity's property.

## POWERS OF TRUSTEES

- 15.15 The Trustees have the following powers in the administration of the Charity:
  - 15.15.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary to the Charity in accordance with the Act;
  - 15.15.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
  - 15.15.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them (but at least one member of every committee must be a Trustee and all proceedings of committees must be reported promptly to the Trustees);
  - 15.15.4 to make Standing Orders consistent with these Articles and the Act) to govern proceedings at general meetings;
  - 15.15.5 to make Rules consistent with these Articles and the Act to govern proceedings at their meetings and at meetings of committees;
  - 15.15.6 to make Regulations consistent with these Articles and the Act to govern the administration of the Charity and the use of its seal (if any);
  - 15.15.7 to establish procedures to assist the resolution of disputes within the Charity; and
  - 15.15.8 to exercise any powers of the Charity which are not reserved to a general meeting.



## **16. RECORDS & ACCOUNTS**

- 16.1 The Trustees must comply with the requirements of the Act and of the Charities Act 2011 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
  - 16.1.1 annual reports;
  - 16.1.2 annual returns; and
  - 16.1.3 annual statements of account.
- 16.2 The Trustees must keep proper records of:
  - 16.2.1 all proceedings at general meetings;
  - 16.2.2 all proceedings at meetings of the Trustees;
  - 16.2.3 all reports of committees; and
  - 16.2.4 all professional advice obtained.
- 16.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any reasonable time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 16.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member, or to any other person who makes a written request and pays the Charity's reasonable costs, within two months.

## **17. NOTICES**

- 17.1 Notices under these Articles may be sent by hand, or by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or national newspaper or any newsletter distributed by the Charity.
- 17.2 The only address at which a member is entitled to receive notices is the address 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:
    - 17.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
    - 17.3.2 two clear days after being sent by first class post to that address;
    - 17.3.3 three clear days after being sent by second class or overseas post to that address;
    - 17.3.4 on the date of publication of a newspaper containing the notice; or

17.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally or, if earlier as soon as the member acknowledges actual receipt.

17.4 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.

## **18. INDEMNITY**

The Charity may indemnify a relevant Trustee against any liability incurred in that capacity, to the extent permitted by sections 232 to 234 of the Act. In this article a "relevant Trustee" means any Trustee or former Trustee of the Charity.

## **19. INTERPRETATION**

19.1 In the these Articles:

19.1.1 "The Act" means the Companies Act 2006;

19.1.2 "these Articles" means these articles of association;

19.1.3 "authorised representative" means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Business Administrator;

19.1.4 "Business Administrator" means the business administrator of the Charity;

19.1.5 "Chairman" means the chairman of the Trustees;

19.1.6 "the Charity" means the company governed by these Articles;

19.1.7 "charity trustee" has the meaning prescribed by section 97(1) of the Charities Act 1993;

19.1.8 "clear day" has the meaning prescribed by section 360 of the Act;

19.1.9 "connected person" has the meaning prescribed by section 252 of the Act;

19.1.10 "the Commission" means the Charity Commissioners for England and Wales;

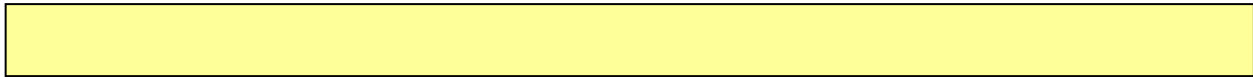
19.1.11 "financial expert" means an individual, company or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986;

19.1.12 "material benefit" means a benefit which may not be financial but has a monetary value;

19.1.13 "member" and "membership" refer to membership of the Charity;


19.1.14 "Memorandum of Association" means the Charity's Memorandum of Association

19.1.15 "month" means calendar month;



- 19.1.16 "the Objects" means the Objects of the Charity as defined in article 4 of these Articles;
  - 19.1.17 "Regulations" means the regulation of the Charity;
  - 19.1.18 "Rules and Standing Orders" means the rules and standing orders of the Charity;
  - 19.1.19 "taxable trading" means carrying on a trade or business on a continuing basis for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects;
  - 19.1.20 "Trustee" means a director of the Charity and 'Trustees' means all of the directors;
  - 19.1.21 "written" or "in writing" refers to a legible document on paper including a fax message; and
  - 19.1.22 "year" means calendar year.
- 19.2 Expressions defined in the Act have the same meaning.
- 19.3 References to an Act of Parliament are to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it.





COMPANY No: 3963387

CHARITY No: 1082163

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

of

NATIONAL BIODIVERSITY NETWORK TRUST

Incorporated on 3<sup>rd</sup> April 2000  
and revised articles of association  
adopted on ◆ 20 November 2012