

Company No 4178503

Date of Incorporation 13 May 2001

The Companies Act 1985 to 1989  
a Private Company Limited by Guarantee

WEDNESDAY



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COMPANIES HOUSE

## Memorandum and Articles of Association<sup>1</sup>

of

Plymouth Marine Laboratory<sup>2</sup>

### Foot Anstey Sargent

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<sup>1</sup> Amended by written resolution 14 March 2002 and special resolutions dated 11 November 2005 and 7 March 2008

<sup>2</sup> Name amended by Special Resolution dated 7<sup>th</sup> November 2001

**Company No: 4178503**

**COMPANIES ACTS 1985 & 1989**

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

**MEMORANDUM OF ASSOCIATION OF  
PLYMOUTH MARINE LABORATORY**

**1. NAME**

The name of the Company is **PLYMOUTH MARINE LABORATORY**  
("the Charity")

**2. REGISTERED OFFICE**

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

**3. OBJECTS**

The objects of the Charity ("the Objects") are to carry out research in environmental science and technology including marine and estuarine environmental science and technology, and disseminate results of such research and data and ideas generated in the course of or in connection with such research for the benefit of the public and to advance public education in the principles and practice of such science and technology

**4. POWERS**

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

- 4 1 To set up research programmes and infrastructure systems to house, staff, equip, support manage and administer research programmes
- 4 2 To contract, employ, engage, second or otherwise contract with researchers and other personnel to facilitate the research programmes and support functions
- 4 3 To publish or distribute information, promote research and to educate the public and industry in marine science

- 4 4 To collaborate with other bodies and companies or individuals undertaking the matters and activities referred to in the Objects or otherwise compatible with the dissemination of knowledge acquired researched or developed
- 4 5 To present, promote, organise, manage and produce, exhibitions, conferences, lectures tours and presentations
- 4 6 To support, administer or set up other charities and trading subsidiaries
- 4 7 To raise funds (but not by means of taxable trading), obtain grants, receive contributions, subscriptions, sponsorship programmes and donations, and acquire by purchase, gift, lease or hire, property of any kind
- 4 8 To borrow money and give security for loans (but only in accordance with any restrictions imposed by the Charities Act 1993 or Trustees Act 2000 as they may be amended from time to time )
- 4.9 To manage, maintain, assist and contract for the maintenance, administration and management of land and buildings and other property of other trusts provided always the purpose for which the management maintenance or other is put accords with the objects hereof
- 4 10 To let, lend, licence for third parties to occupy or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993 and Trustee Act 2000) or to enter as landlord or tenant into leases licences or other such agreements
- 4 11 To make grants or loans of money and to give guarantees
- 4 12 To set aside funds for special purposes or as provisions against future expenditure
- 4 13 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)
- 4 14 To delegate the management of investments to a financial expert, but only on terms that
  - 4.14 1 the investment policy is set down in writing for the financial expert by the Trustees
  - 4.14 2 every transaction is reported promptly to the Trustees
  - 4.14 3 the performance of the investments is reviewed regularly with the Trustees
  - 4.14 4 the Trustees are entitled to cancel the delegation arrangement at any time
  - 4.14 5 the investment policy and the delegation arrangement are reviewed at least once a year

4 14 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

4 14 7 the financial expert must not do anything outside the powers of the Trustees

4.15 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

4 16 To insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required

4 17 The Trustees shall have the power to provide indemnity insurance for themselves out of the income of the Charity The insurance shall not extend to

(1) any claim arising from any act or omission which

(a) the Trustees knew to be a breach of trust or duty, or

(b) was committed by the Trustees in reckless disregard of whether or not it was a breach of trust or duty, and

(2) the costs of an unsuccessful defence to a criminal prosecution brought against the Trustees in their capacity as Trustees of the Charity

4 18 Subject to clause 5, to employ paid or unpaid agents, staff or advisers on a full time or part time basis and to grant pensions to persons employed by the Charity

4 19 To enter into contracts to provide services to or on behalf of other bodies and receive services from other bodies

4 20 To establish subsidiary companies (trading or non trading) to assist or act as agents for the Charity

4 21 To pay the costs of forming the Charity and any subsidiary companies

4 22 To target and obtain alternative sources of funding to finance research and implement infrastructure and capital development projects in association with Government funded bodies at any level, and other grant making bodies

4 23 To do anything else within the law which promotes or helps to promote the Objects

## **5. BENEFITS TO MEMBERS AND TRUSTEES**

5 1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members of the Charity but

- 5 1 1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied
- 5 1 2 members (who may also be Trustees) may be paid interest at a reasonable rate on money lent to the Charity
- 5 1 3 members (who may also be Trustees) may be paid a reasonable rent or hiring fee for property let or hired to the Charity
- 5 1.4 individual members who are not Trustees but who are beneficiaries may receive charitable benefits in that capacity
- 5 2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except
  - 5.2 1 as mentioned in clauses 4 17, 5 1 2, 5 1 3 or 5 3
  - 5 2 2 reimbursement of reasonable and proper out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Charity
  - 5 2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings)
  - 5.2 4 where the Trustee is not also a member, reasonable and proper rent for premises demised or let by any member of the Company or Trustee
  - 5.2 5 in exceptional cases, other payments or benefits (but only with the written approval of the Charity Commission in advance)
- 5 3 1 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 but only if
  - 5 3 1 1 the goods or services are actually required by the Charity
  - 5 3 1 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 clause 5.4
  - 5 3 1 3 no more than one half of the Trustees are subject to such a contract in any financial year
- 5 3.2 Any Trustee who is a solicitor, accountant or other person engaged in any profession may charge and be paid all the usual professional charges for business done by him or her or his or her firm when instructed by the other Trustees to act in a professional capacity on behalf of the Charity The Trustees shall keep the services of the professional person under review at all times and not enter into any fee arrangements that cannot be amended or terminated on demand by the Charity Provided that at no time shall a majority of the Trustees benefit under this provision and a Trustee shall

withdraw from any meeting of the Trustees at which his or her own instructions, performance or remuneration or that of his or her firm is under discussion

- 5 4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee the Trustee concerned must

5 4 1 declare an interest at or before discussion begins on the matter

5 4 2 withdraw from the meeting for that item unless expressly invited to remain in order to provide information

5 4 3 not be counted in the quorum for that part of the meeting

5 4 4 withdraw during the vote and have no vote on the matter

- 5 5 This clause may not be amended without the prior written consent of the Charity Commission

## **6. INVESTMENTS**

- 6 1 Monies requiring investment under the provisions of this Agreement may be invested in the purchase of or at interest upon the security of such stocks, shares, securities or other investments of whatsoever nature as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled to the trust fund

- 6 2 The Trustees may engage and reasonably remunerate an investment expert to be their investment manager (the "Investment Manager") being either an individual of repute who is an authorised or exempt from the requirement for authorisation for the purposes of the Financial Services Act 1986 as amended by the Financial Services and Markets Act 2000 and subsequent amending statutory instruments ( the "FSA legislation") and who has at least ten years' experience in investment business within the meaning of that FSA legislation or a company or firm of repute which is authorised or exempt from the requirement for authorisation for the purposes of the FSA legislation

- 6 3 The Trustees shall require the Investment Manager to keep the investments of the Charity under review at all times and inform the Trustees promptly of any change in those investments which appears to the Investment Manager to be desirable (but if so instructed shall inform any Investment Committee constituted as hereinafter provided)

- 6 4 Without prejudice to any of their powers, the Trustees may delegate to the Investment Manager, for such period and upon such other terms as the Trustees think fit, power at the discretion of the Investment Manager to buy and sell investments on behalf of the Trustees but shall at all times give to the Investment Manager clear instructions as to investment policy

- 6 5 The Trustees may appoint an investment committee consisting of two or more of their body and who have relevant financial or investment experience (the "Investment Committee") and may at any time and without giving reason remove any or all of the members of the Investment Committee from office
- 6 6 The meetings of the Investment Committee shall take place at such intervals as the Trustees shall decide and, except in exceptional circumstances, shall be attended by the Investment Manager.
- 6 7 The Trustees may delegate to the Investment Committee all or any of their functions relating to investment upon such terms as the Trustees from time to time think fit Provided that all acts and proceedings of the Investment Committee shall be reported to the Trustees as soon as reasonably possible
- 6 8 Subject to the provisions of sub-clause 5.2 above no Trustee shall acquire any interest in any property belonging to the Charity (otherwise than as a Trustee for the Charity) or receive remuneration or be interested (otherwise than as a Trustees) in any contract entered into by the Trustees

## **7. LIMITED LIABILITY**

The liability of members is limited

## **8. GUARANTEE**

Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £10) to the Charity's assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Charity's debts and liabilities contracted before he or she ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves

## **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 bodies established for exclusively charitable purposes with the same or similar objects
  - 9 1 2 directly for the objects or charitable purposes similar to the objects
  - 9 1 3 in such other manner consistent with charitable status as the Charity Commission approve in writing in advance
- 9 2 A final report and statement of account must be sent to the Charity Commission

## 10. INTERPRETATION

- 10 1 Words and expressions defined in the Articles have the same meanings in this Memorandum
- 10 2 References to an Act of Parliament are references to the Act as amended or re-enacted from time to time and to any subordinate legislation made under it

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

NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF  
SUBSCRIBERS

NAME	Doctor Peter Norman Claridge	Peter Claridge
ADDRESS	Brightonwater Farm Cardinham Nr Bodmin Cornwall PL30 4DL	

NAME	Professor Nicholas John Paul Owens	Nicholas Owens
ADDRESS	First Floor Flat 31 Citadel Road Plymouth PL1 3BG	

DATE	13 March 2001
WITNESS TO THE ABOVE SIGNATURES	Beverly Tremain
NAME	Beverly Tremain
ADDRESS	57 Redmoor Close Tavistock
OCCUPATION	PA to the Trustees of PML

**Company No: 4178503**

**Date of Incorporation: 13.05.2001**

**COMPANIES ACTS 1985 AND 1989**

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

**ARTICLES OF ASSOCIATION OF  
PLYMOUTH MARINE LABORATORY**

**1. MEMBERSHIP**

- 1 1 The number of members with which the Charity proposes to be registered is unlimited
- 1 2 The Charity must maintain a register of members The subscribers to the Memorandum of Association of the Charity are the first members and on registration must be entered in the register of members
- 1 3 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who
- 1 3.1 applies to the Charity in the form required by the Trustees
- 1 3.2 is approved by the Trustees at the next meeting of Trustees after the application for membership is received. (The Trustees shall not be obliged to give reasons for any refusal to admit a member )
- and
- 1.3 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
- 1 4 The Trustees may establish different classes of membership and prescribe their respective privileges and duties including whether or not they are entitled to be entered as members in the register of members, vote and set the amounts of any subscriptions of any members The honorary titles of Patron, President and Vice-President of the Charity do not confer status as a member and the persons adopting these titles will not be entered in to the register of members.
- 1 5 Membership is terminated if the member concerned
- 1 5.1 gives 7 clear days written notice of resignation to the Charity
- 1 5 2 dies, or (in the case of an organisation) ceases to exist in which case termination of membership takes effect as soon as the notice of death or cessation is received by the Charity

- 1 5 3 is six months in arrears in paying the relevant subscription (if any) in which case termination of membership takes effect as soon as the six months has expired (but in such a case the member may be automatically reinstated on payment of the amount due) or
- 1 5 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 42 clear days after receiving notice)

1 6 Membership of the Charity is not transferable

## 2. GENERAL MEETINGS

- 2 1 Members are entitled to attend general meetings personally, or in the case of a member which is an organisation, by an authorised representative General meetings are called on at least 21 clear days written notice specifying the business to be discussed Trustees who are not also members, are entitled to be present and contribute to the business discussed by the members, but are not permitted to vote
- 2 2 No business shall be transacted at any meeting unless -
  - (a) a notice has been sent by mail to all members at their address in the register of members or their last known postal address in the United Kingdom or served by other electronic means ( and for these purposes electronic notices are not permitted without the express written consent of the member which consent must recite the electronic methods and addresses to be used for the member)
  - (b) a quorum is present There is a quorum present at a general meeting if there are 4 members entitled to vote at the meeting and present throughout the meeting in person or by proxy or, in the case of members which are organisations, by authorised representatives
  - (c) if the meeting is adjourned in order to reach a quorum, except with the written consent of all the members, the meeting takes place at the same time on the same day in the following week at the same venue, and the quorum at the adjourned meeting is 2 members entitled to vote at the meeting and present throughout the meeting in person or by proxy or, in the case of members which are organisations, by authorised representative
- 2 3 The Chairman of the Trustees or (if the Chairman is unable or unwilling to do so) some other member elected by those present presides at a general meeting
- 2 4 Except where otherwise provided by the Act, every issue is decided by a majority of the votes cast on a show of hands
- 2 5 Except for the chairman of the meeting, who has a second or casting vote, every member save those of a class not entitled to vote, present in person or through an authorised representative or proxy has one vote on each issue

- 2 6 A written resolution signed by all those entitled to vote at a general meeting is as valid as a resolution actually passed at a general meeting (and for this purpose the written resolution may be set out in more than one document and will be treated as passed on the date of the last signature)
- 2 7 The Charity must hold an AGM in every year which all members are entitled to attend. The first AGM may be held within 18 months after the Charity's incorporation
- 2 8 At an AGM the members
- 2 8 1 receive the accounts of the Charity for the previous financial year
  - 2 8 2 receive the Trustees' report on the Charity's activities since the previous AGM
  - 2 8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation
  - 2.8.4 elect persons to be Trustees to fill the vacancies arising
  - 2.8.5 appoint auditors for the Charity
  - 2 8 6 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity
- and
- 2.8.7 discuss and determine any issues of policy or deal with any other business put before them
- 2 9 Any general meeting which is not an AGM is an EGM
- 2 10 An EGM may be called by the Trustees at any time, and may also be called within 28 days on written notice of the business to be discussed to all members and Trustees entitled to receive notice of the meeting, the notice to be signed by at least 3 members.

### **3. THE TRUSTEES**

- 3.1 The Trustees are the directors and Charity Trustees, and have control of the Charity and its property and funds. The Trustees may exercise all such powers of the Charity as are not required by the Act or these Articles to be resolved by the members at an AGM or an EGM. No regulation made by the members at an AGM or EGM shall invalidate an action of the Trustees which would have been valid if such regulation had not been made
- 3 2 The Trustees shall consist of at least 2 and not more than 9 individuals
- 3.3 The subscribers to the Memorandum are the first Trustees of the Charity
- 3 4 Trustees will not have a fixed term of office

- 3 5 Every Trustee including co-opted Trustees, 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
- 3 6 At the first annual general meeting all the Trustees shall retire from office, and at every subsequent annual general meeting one-third of the Trustees who are subject to retirement by rotation or, if their number is not three or a multiple of three, the nearest to one-third shall retire from office, but, if there is only one Trustee who is subject to retirement by rotation, he shall retire. The Trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed Trustees on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. If the Charity at the meeting at which a Trustee retires by rotation, does not fill the vacancy the retiring Trustee shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Trustee is put to the meeting and lost.
- 3 7 No person other than a Trustee retiring by rotation shall be appointed or reappointed a Trustee at any general meeting unless -
- (a) he is recommended by the Trustees, or
  - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Charity of the intention to propose that person for appointment or re-appointment together with notice executed by that person of his willingness to be appointed or reappointed.
- 3 8 Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Trustee retiring by rotation at the meeting) who is recommended by the Trustees for appointment or reappointment as a Trustee at the meeting or in respect of whom notice has been duly given to the charity of the intention to propose him at the meeting for appointment or reappointment as a Trustee.
- 3 9 Subject as aforesaid, the Charity may by ordinary resolution appoint a person who is willing to act to be a Trustee either to fill a vacancy or as an additional Trustee and may also determine the rotation in which any additional Trustees are to retire.
- 3 10 The Trustees may appoint a person who is willing to act to be a Trustee, either to fill a vacancy or as an additional Trustee, provided that the appointment does not cause the number of Trustees to exceed any number fixed by or in accordance with the articles as the maximum number of Trustees. A Trustee so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the Trustees who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

- 3 11 Subject as aforesaid, a Trustee who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.
- 3 12 A Trustee's term of office automatically terminates if he or she
- 3 12 1 is disqualified under the Charities Act 1993 from acting as a charity Trustee
  - 3.12 2 is incapable, whether mentally or physically, of managing his or her own affairs
  - 3 12 3 is absent from 3 consecutive meetings of the Trustees ( unless there is a Trustee resolution approved to negate the effect of this article in any circumstance, such negation to take effect in that circumstance only and not to be regarded as a general right to waive this provision)
  - 3.12 4 has served 5 consecutive years as a Trustee (except where such Trustee has been invited, and has agreed to serve, with the approval by resolution of the Trustees and of the members of the Charity in general meeting, an additional period of office of not more than 2 years commencing with effect from the expiry of such five year period, in which case that Trustee's term of office shall automatically terminate following the expiry of such additional period).
  - 3 12.5 has been elected and has agreed to serve as Chairman in which case his or her term of office as contemplated by Article 3 12 4 will be deemed to have been extended and to have recommenced from the date when his or her appointment as Chairman takes effect
  - 3 12.6 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office) or
  - 3 12.7 is removed by resolution passed by a 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,
- 3 13 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.

#### **4. PROCEEDINGS OF TRUSTEES**

- 4 1 The Trustees must hold at least 3 meetings each year
- 4 2 The appointment of alternate Trustees is not permitted, however attendance and voting at any Trustee meeting may be facilitated by proxy
- 4.3 Meetings may be convened on notice reciting the business to be discussed and signed by the company secretary. The notice may be served by post at the address of a Trustee in the register of Trustees, or the last known postal address in the United Kingdom of each Trustee, or served by other electronic means ( and for these

purposes electronic notices are not permitted without the express written consent of the Trustee which consent must recite the electronic methods and addresses to be used for the Trustee) Notice must be given to Trustees whether or not they will be in the United Kingdom when the notices are served or when the meeting will be held

- 4 4 A quorum at a meeting of the Trustees is 2 Trustees
- 4 5 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees provided all participants may communicate with all the other participants for the duration of the meeting whether or not present in the United Kingdom at the time of the meeting
- 4 6 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
- 4 7 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)
- 4 8 Except for the chairman of the meeting, who has a second or casting vote and except where the chairman of the meeting prohibits a Trustee from voting on a matter in which he has declared a conflict of interest, every Trustee has one vote on each issue
- 4 9 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting

## **5. POWERS OF TRUSTEES**

- 5 1 The Trustees have the following powers in the administration of the Charity
  - 5 1 1 to appoint (and remove) any person (who may be a Trustee) to act as company secretary to the Charity in accordance with the Act
  - 5 1 2 to appoint a Chairman, Treasurer and other honorary officers from among their number
  - 5 1 3 to delegate any of their powers to a senior management committee consisting of two more of the senior executives of the Charity appointed by the Trustees, or to any other committee consisting of two or more individuals appointed by them (but at least 2 persons on every committee must be a Trustee) and all proceedings of the senior management committee and of any other committee must be reported promptly to the Trustees
  - 5 1 4 to make Rules and Regulations consistent with the Memorandum, these Articles and the Act to govern the administration of the Charity and the use of its seal (if any)
  - 5 1 5 to establish procedures to assist the resolution of disputes within the Charity
  - 5 1 6 to exercise any powers of the Charity which are not reserved to a general meeting

## **6. RECORDS & ACCOUNTS**

- 6 1 The Trustees must comply with the requirements of the Act and of the Charities Act 1993 as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of
  - 6 1 1 annual reports
  - 6 1 2 annual returns
  - 6 1 3 annual statements of account
- 6.2 The Trustees must keep proper records of
  - 6 2 1 all proceedings at general meetings
  - 6 2 2 all proceedings at meetings of the Trustees
  - 6 2 3 all reports of committees and
  - 6 2.4 all professional advice obtained
- 6 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
- 6 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

## **7. NOTICES**

- 7 1 Any notice given in accordance with these Articles is to be treated for all purposes as having been received
  - 7 1 1 24 hours after being sent by electronic means or delivered by hand to the relevant address
  - 7 1 2 two clear days after being sent by first class post to that address
  - 7 1 3 three clear days after being sent by second class or overseas post to that address
  - 7 1 4 on the date of publication of a newspaper containing the notice
  - 7 1 5 on being handed to the person concerned (or, in the case of a member organisation, its authorised representative) personally or, if earlier,

7.1.6 as soon as the person concerned acknowledges actual receipt

7.2 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

## **8. DISSOLUTION**

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

## **9. INTERPRETATION**

9.1 In the Memorandum in and in these Articles

“The Act” means the Companies Act 1985

“AGM” means an annual general meeting of the Charity

“these Articles” means these articles of association

“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 Company secretary of the Charity

“Chairman” means the chairman of the Trustees

“the Charity” means the Charity governed by these Articles

“Charity Trustee” has the meaning prescribed by section 97(1) of the Charities Act 1993

“clear day” means 24 hours from midnight following the relevant event

“the Charity Commission” means the Charity Commission for England and Wales

“EGM” means an extraordinary general meeting for the Charity

“financial expert” means an individual, Charity or firm who is an authorised person or an exempted person within the meaning of the Financial Services Act 1986

“NERC” Natural Environment Research Council or its successor in title

“material benefit” means a benefit which may not be financial but has a monetary value

“member” and “membership” refer to membership of the Charity as evidenced by the register of members

“Memorandum” means the Charity’s Memorandum of Association

“month” means calendar month

“the Objects” means the Objects of the Charity as defined in clause 3 of the Memorandum

“Secretary” means the Company Secretary of the Charity

“taxable trading” means carrying on a trade or business on a continuing basis for the principle purpose of raising funds and not for the purpose of actually carrying out the Objects

“Trustee” means a Trustee of the Charity and “Trustees” means all of the Trustees

“written” or “in writing” refers to a legible document on paper not including a fax message

“year” means calendar year

9.2 Expressions defined in the Act have the same meaning

9.3 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

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NAMES & ADDRESSES OF SUBSCRIBERS

SIGNATURES OF SUBSCRIBERS

---

Dr Peter Norman Claridge  
Brightonwater Farm  
Cardinham  
Nr Bodmin  
Cornwall  
PL30 4DL

Professor Nicholas John Paul Owens  
First Floor Flat  
31 Citadel Road  
Plymouth  
PL1 3BG

Witness signature      Beverly Tremain

Beverly Tremain
57 Redmoor Close Tavistock
PA to the Trustees of PML