

COMPANY NUMBER: 5136671

**The Companies Acts 1985, 1989 and 2006**

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**COMPANY LIMITED BY GUARANTEE**

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**MEMORANDUM AND ARTICLES OF ASSOCIATION**

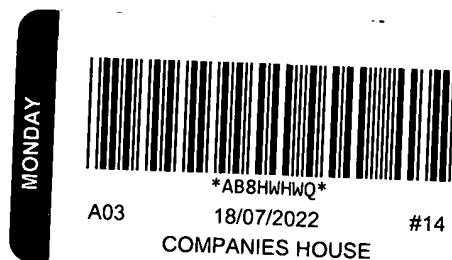
**OF**

**THE RIVERS TRUST**

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**Incorporated on 25<sup>th</sup> May 2004**

**(Amended by Special Resolutions on 21<sup>st</sup> July 2011, 6<sup>th</sup> July 2021 and 6<sup>th</sup> July 2022)**





**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

Company No. 5136671

The Registrar of Companies for England and Wales hereby certifies that  
ASSOCIATION OF RIVERS TRUSTS

is this day incorporated under the Companies Act 1985 as a private  
company and that the company is limited.

Given at Companies House, Cardiff, the 25th May 2004



**Companies House**  
— for the record —

HC007A



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

Company No. 5136671

The Registrar of Companies for England and Wales hereby certifies that

**ASSOCIATION OF RIVERS TRUSTS**

having changed its name, is now incorporated under the name of

**THE RIVERS TRUST**

Given at Companies House on **2nd August 2011**.

  
Companies House  
— for the record —



**The Companies Acts 1985, 1989 and 2006**

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

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**MEMORANDUM OF ASSOCIATION**

**OF**

**THE RIVERS TRUST**

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1. The Name of the Company (hereinafter the "Charity") is "The Rivers Trust".
2. The Registered Office of the Charity will be situated in England.
3. The Objects for which the Charity is established are set out in Article 3 of the Charity's Articles of Association (hereinafter the "Articles").
4. In furtherance of the said Objects, but not otherwise, the Charity may exercise the powers set out in Article 4 of the Articles.
5. The income and property of the Charity shall be applied solely towards the promotion of the Objects as set forth in Article 5 of the Articles.
6. The liability of the Members is Limited.
7. Every Member undertakes to contribute to the assets of the Charity as set out in Article 2 of the Articles.
8. The Members of the Charity may at any time resolve that any net assets of the Charity shall on or before the dissolution of the Charity be applied or transferred as set out in Article 48 of the Articles.
9. No addition, alteration, or amendment shall be made to the Charity's Memorandum or Articles except as set out in Article 49 of the Articles.
10. Words and expressions defined in the Articles have the same meanings in this Memorandum.

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Charity under this Memorandum of Association.

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**Names and Addresses and Signatures of Subscribers**

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**Ian Davis Gregg**

Grange Farm  
Bampton Grange  
Penrith  
Cumbria CA10 2QR  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Janet Arnison  
Address: Jack Dike, Cliburn  
Penrith, Cumbria CA10 3AL  
Occupation: Secretary

**David Michael Haines**

37 Clover Lane Close  
Boscastle  
Cornwall PL35 0LA  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Alan Geoffrey Hawken  
Address: 5 Meadow Close, St Stephen  
St Austell, Cornwall PL26 7PE  
Occupation: Chartered Secretary

**John Philip Lord**

Spring Bank House  
Cow Ark  
Clitheroe  
Lancashire BB7 3DG  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Dr M W Horner  
Address: Fellside Barn, Stonyhurst  
Clitheroe, Lancashire BB7 9QY  
Occupation: Retired

**Alistair Maltby**

Well House  
Cliburn  
Penrith  
Cumbria CA10 3AL  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Janet Arnison  
Address: Jack Dike, Cliburn  
Penrith, Cumbria CA10 3AL  
Occupation: Secretary

**Dr Stephen Marsh-Smith**

Wyeside Cottages

Erwood

Builth Wells

Powys LD2 3SZ

Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Seren Bell

Address: St John's House, Borth

Ceredigion, SY24 5JS

Occupation: Catering Manager

**Nicholas Patrick Yonge**

Newton Lees House

Kelso

Roxburghshire TD5 7SZ

Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Miss Fay B L Hieatt

Address: 5 Whitton Farm Cottages, Morebattle

Kelso, Roxburghshire TD5 8QX

Occupation: Charity Administrator

**The Companies Acts 1985, 1989 and 2006**

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**COMPANY LIMITED BY GUARANTEE**

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**ARTICLES OF ASSOCIATION**

**OF**

**THE RIVERS TRUST**

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**The Companies Acts 1985, 1989 and 2006**

**COMPANY LIMITED BY GUARANTEE**

**ARTICLES OF ASSOCIATION**

**OF**

**THE RIVERS TRUST**

**Defined Terms**

1. In these Articles, unless the context requires otherwise, the following defined terms have the meanings set opposite them: -

"Accounts"	The financial statements and related Trustees' and any Auditor's reports for the accounting reference period.
"Address"	A postal address or, for the purposes of electronic communication, an e-mail address, telephone number for receiving text messages, fax number or other electronic address in each case registered with the Charity.
"AGM"	The Annual General Meeting of the Charity
"Articles"	The Charity's Articles of Association.
"Board"	The board of Trustees of the Charity, pursuant to the provisions of Article 21.
"Chairman"	The person elected pursuant to Article 21 to be chairman of the Board.
"Charity"	The above-named company and, for the purposes of Trustees' interests and benefits, any Subsidiary of the Charity.
"Charity Commission"	The Charity Commission for England and Wales
"Charities Regulatory Authority"	The Charities Regulatory Authority in Ireland
"Clear days"	In relation to the period of notice, the period excluding the day when the notice is given, and the day for which it is given or on which it is to take effect.
"Companies Acts"	The Companies Acts (as defined in section 2 of the Companies Act 2006) in so far they apply to the Charity.
"Connected Person"	Shall be as set out in Schedule 5 of the Charities Act 1993 and shall include, without prejudice to the generality of the foregoing, - spouse or civil partner, child, parent, grandchild, grandparent, brother, sister or business partner of the Trustee; an institution which is controlled by the Trustee and/or any person referred to above; a body corporate in which the Trustee and/or any person referred to above has a substantial interest.
"Document"	Includes, unless otherwise specified, any document sent or supplied in Electronic Form.
"Electronic Form"	As given in section 1168 of the Companies Act 2006.
"General Meeting"	A meeting of the Members of the Charity
"Ireland"	The Republic of Ireland

"Members"	All persons admitted to membership of the Charity and entitled to vote at General Meetings.
"Memorandum"	The Charity's Memorandum of Association.
"Objects"	The objects of the Charity set out in the Memorandum.
"Officers"	Persons appointed pursuant to Article 44.
"Registered Office"	The service address notified to Companies House as the registered office of the Charity or the email address established for the purpose of receipt of communication in Electronic Form to the Charity.
"Revenue Commissioners"	The Office of the Revenue Commissioners in Ireland
"Rivers Trust"	A registered charity or equivalent charitable organisation having objects that are similar to, or that substantially include, the Objects, and which mainly operates within the United Kingdom and/or Ireland.
"Rivers Trust Member"	A category of membership restricted to Rivers Trusts that have agreed to participate in accordance with such rules and regulations issued by the Board from time to time, including subscriptions.
"Seal"	The common seal of the Charity if it has one.
"Secretary"	Any person appointed to perform the duties of the company secretary of the Charity.
"Subsidiary"	As defined in section 1159 of the Companies Act 2006.
"Trustee"	A director of the Charity for the purposes of the Companies Acts. The directors are charity trustees as defined by section 97 of the Charities Act 1993.
"United Kingdom"	Great Britain and Northern Ireland.

Words importing the singular number only shall include the plural number and vice versa. Words importing the one gender shall include all genders and words importing persons shall include corporations.

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

Subject to the preceding paragraph, a reference to an Act of Parliament includes any statutory modification of re-enactment of it for the time being in force.

### **Liability of Members**

2. (1) Liability of the Members is limited.

(2) Every Member of the Charity promises, if the Charity is dissolved while he or she or it is a Member or within 12 months after he or she or it ceases to be a Member, to contribute such sum (not exceeding £1) as may be demanded of him or her or it towards the payment of the debts and liabilities of the Charity incurred before he or she or it ceases to be a Member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of contributors among themselves.

### **Objects**

3. The Objects for which the Charity is established are:

(A) To advance the education of the public in the management of water and environmental protection, conservation, rehabilitation and improvement.

(B) To advance the education of the public in the understanding of rivers, their basins, fauna and flora.

(C) To protect, conserve, rehabilitate and improve the rivers, streams, watercourses and river basins, including adjacent coastal waters and water impoundments, of the United Kingdom and Ireland or any part or parts thereof for the public benefit.

#### **Charity Powers**

4. The Charity has power to do anything that is considered to further its Objects or is conducive or incidental to so doing. In particular the Charity may exercise the following powers, namely: -

(1) To raise funds for the Charity. In so doing the Charity shall: -

(a) Accept any gifts, endowments, legacies, subscriptions, grants, loans or income of any other kind of money or property of any kind including contributions subject to special trusts or conditions; provided that in respect of any contributions subject to such restrictions the Charity shall hold and apply the same in accordance therewith and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts.

(b) Not directly undertake any trading activity other than trade exercised in the course of carrying out primary purpose activities of the Charity as construed under charity and other relevant statutory laws and regulations from time to time in force and/or the trade is not taxable.

(2) To buy, lease, exchange, hire or otherwise acquire any property and any rights or privileges that the Charity may think necessary for the promotion of its Objects and to maintain, manage, construct and or alter any buildings or demonstration sites and to equip and fit out any property and buildings for use.

(3) To sell, lease, mortgage, guarantee or otherwise dispose of all or any part of the property belonging to the Charity, subject to such consents required by law. Without prejudice to the generality of the foregoing, in exercising this power, the Charity must comply as appropriate with sections 36 and 37 of the Charities Act 1993, as amended by the Charities Act 2006, and the (Irish) Charities Act 2009 (as amended) and/or any other relevant Irish legislation.

(4) To borrow money for the purposes of the Charity on such terms and conditions and on such security, as may be thought fit, subject to consents required by law. Without prejudice to the generality of the foregoing, the Charity must comply as appropriate with sections 38 and 39 of the Charities Act 1993, as amended by the Charities Act 2006, if it wishes to dispose of mortgaged land, and the (Irish) Charities Act 2009 (as amended) and/or any other relevant Irish legislation.

(5) To co-operate with other charities, voluntary organisations, statutory authorities and others and to exchange information and advice with them.

(6) To act as a trustee and to establish and/or support any charitable trusts, charitable companies, associations or institutions formed for any of the charitable purposes included in the Objects.

(7) To acquire, merge or enter into any partnership or joint venture arrangement with any other charity.

(8) To organise or make grants towards the cost of others organising meetings, lectures, conferences, seminars, broadcasts, training or any other form of educational instruction.

(9) To make grants and/or loans whether out of income or capital and upon such terms and conditions as to interest, repayment, security or otherwise as may be thought fit for or towards charitable purposes in any way connected with or considered reasonable to further the Objects.

(10) To operate bank accounts in the name of the Charity and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments.

(11) In the same manner and subject to the same conditions as the trustees of a trust are permitted to do so by the Trustee Act 2000 to: -

(a) Deposit or invest funds of the Charity in any investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as thought fit. Without prejudice to the generality of the foregoing (and the restriction on trading under Article 4(1b) above) the Charity may establish and support any trading Subsidiary.

(b) Employ a professional fund-manager.

(c) Arrange for the investments or other property of the Charity to be held in the name of a nominee.

(12) To set aside income as a reserve against future expenditure but only in accordance with a written policy about reserves.

(13) To employ, engage or retain the services of such persons as may be necessary for carrying out the work of the Charity on such remuneration and other terms and conditions as may be thought fit, including the provision of pension and life assurance benefits.

(14) To provide liability or indemnity insurance for the Trustees and Officers in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993 (section 39 of the Charities Act 2006), and the (Irish) Charities Act 2009 (as amended) and/or any other relevant Irish legislation.

(15) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Charity (as a company and charity).

#### **Application of Income and Property**

5. (1) Income and property of the Charity shall be applied solely towards the promotion of the Objects.

(2) (a) A Trustee is entitled to be reimbursed from the property of the Charity or may pay out of such property reasonable expenses properly incurred by him when acting on behalf of the Charity.

(b) A Trustee may benefit from trustees' liability or indemnity insurance cover purchased at the Charity's expense in accordance with, and subject to the conditions in, section 73F of the Charities Act 1993 (section 39 of the Charities Act 2006), and the (Irish) Charities Act 2009 (as amended) and/or any other relevant Irish legislation.

(c) A Trustee may receive an indemnity from the Charity in the circumstances specified in Article 47.

(3) None of the income or property of the Charity may be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to any Member. This does not prevent a Member who is not also a Trustee receiving:

(a) A benefit from the Charity in the capacity of a beneficiary of the Charity.

(b) Reasonable and proper remuneration for any goods or services supplied to the Charity.

## **MEMBERS**

### **Membership**

6. (1) (a) Membership of the Charity is open to any individual or organisation.

(b) The Members of the Charity as of right are the subscribers to the Memorandum of Association of the Charity ("Subscribers"), for so long as they are Trustees, and such other persons as are appointed as Trustees of the Charity in accordance with the Articles.

(2) (a) There shall be a category of membership for River Trust Members, provided that the Board shall at its discretion regulate the admission, rights and privileges thereto.

(b) The Board at its discretion may establish one or more additional categories of Members and regulate their admission, rights and privileges.

(3) Every person who wishes to be admitted as a Member shall deliver to the Charity a signed application in such form as the Trustees require and (other than the Subscribers or Trustees) be approved by the Board.

(4) The Board may refuse an application for membership pursuant to Article 6 (2) if, acting reasonably and properly, the Board considers it is in the best interests of the Charity to refuse the application. The Board shall notify the applicant accordingly within 21 days thereof, but shall not be obliged to give any reason for the refusal.

### **Membership Subscriptions**

7. The Board may levy subscriptions on all or any categories of membership at such rates as it shall determine and may levy subscriptions and other fees or payments at different rates for different Members of the same category.

### **Termination of Membership**

8. (1) Membership of a Member shall not be transferable and a Member shall cease to be a Member if he:

(a) Dies or, in the case of an organisation, ceases to exist.

(b) Resigns by written notice to the Charity unless, after the resignation, there would be less than 3 Members.

(c) He ceases to be a Trustee (except where he retires by rotation and is re-appointed).

(d) Any subscription due from the Member to the Charity is not paid in full within 6 months of it falling due, and the Board resolves that the Member be removed from membership.

(e) If the Member concerned is removed from membership by a resolution of the Board on the grounds that, in their opinion, the Member's continued membership is harmful to the Charity or not in its best interests. A resolution to remove a Member from membership may only be passed if: -

(i) The Member has been given at least 14 days' notice in writing of the meeting of Trustees at which the resolution will be proposed and the reasons why it is to be proposed; and

(ii) The Member or, at the option of the Member, the Member's representative (who need not be a Member of the Charity) has been allowed to make representations (either verbally or in writing) to the meeting.

(2) A Rivers Trust Member may cease or be removed as a Rivers Trust Member, without ceasing to be or being removed as a Member, in which case the provisions of Article 8 (1) shall mutatis mutandis apply.

#### **Patrons or President**

9. (1) The Board may at its discretion appoint any persons to be Patrons or President of the Charity (and remove any Patron or President) on such terms as they shall think fit.

(2) A Patron or President shall have the right to attend and speak (but not vote) at any General Meeting of the Charity and to be given notice of General Meetings as if a Member and shall also have the right to receive Accounts when available to Members.

#### **Supporters**

10. The Board may from time to time establish one or more categories of honorary or affiliate membership as supporters (by whatever name determined by the Board). Such resolution may bestow upon the persons concerned such rights, privileges, duties and obligations, including subscriptions, provided that the rights thereof do not extend to voting at General Meetings and they shall not be Members for the purposes of the Companies Acts or the Articles.

#### **Calling General Meetings**

11. (1) The Board may call General Meetings and, on the requisition of Members pursuant to the provisions of the Companies Acts, shall forthwith proceed to convene a General Meeting in accordance with the provisions of the Companies Acts. If there are not within the United Kingdom sufficient Trustees to call a General Meeting, any Trustee or Member of the Charity may call a general meeting.

(2) The first AGM of the Charity shall be held at such time not being more than 18 months after the incorporation of the Charity and at such place as the Board shall determine.

(3) Thereafter, the Charity shall in each year hold an AGM, and shall specify the meeting as such in the notices calling it; and not more than 15 months shall elapse between the date of one AGM of the Charity and that of the next. AGMs shall be held at such times and places as the Board shall determine.

### **Notice of General Meetings**

12. (1) General Meetings must be called by giving at least 14 clear days' notice, but may be called by shorter notice if it is so agreed by a majority of Members entitled to attend and vote holding not less than 90 per cent of the total voting rights of all the Members.
- (2) The notice must specify the time and place of the meeting and the general nature of the business to be transacted.
- (3) The notice must contain a statement setting out the right of Members to appoint a proxy under section 324 of the Companies Act 2006 and Article 19.
- (4) The notice must be given to all Members, Trustees, the Auditors and any Patrons or President.

### **Quorum**

13. (1) No business shall be transacted at any General Meeting unless a quorum is present.
- (2) 3 persons or 10 per cent of the total membership at the time (rounded down to the nearest whole number), whichever is the greater, entitled to vote upon the business to be transacted shall constitute a quorum.
- (3) If a quorum is not present within 30 minutes from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned to such time and place as determined by the Board.
- (4) The Board must reconvene the meeting and must give at least 7 clear days' notice of the reconvened meeting starting the date, time and place of the meeting.
- (5) If no quorum is present at the reconvened meeting within 15 minutes of the time specified for the start of the meeting the Members present in person or by proxy at that time shall constitute the quorum for that meeting.

### **Adjournment**

14. (1) The Members present in person or by proxy at a meeting may resolve by ordinary resolution to adjourn the meeting.
- (2) The Chairman (or other chair of the meeting) must decide the date, time and place at which the adjourned meeting is to be reconvened unless those details are specified in the resolution.
- (3) No business shall be transacted at any adjourned meeting that could not properly have been transacted at the meeting if the adjournment had not taken place.
- (4) When a meeting is adjourned for more than 14 days, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.

### **Chairing Meetings**

15. (1) The Chairman or in his absence another Trustee nominated by the Board shall preside as chair of the meeting.
- (2) If neither the Chairman nor such Trustee is present within 15 minutes after the time appointed for the meeting another Trustee present and willing to act shall chair the meeting.

(3) If no Trustee is willing to act, the Members present in person or by proxy must elect one of themselves to chair the meeting.

**Attendance and speaking at General Meetings**

16. (1) A Member is able to exercise the right to speak at a General Meeting when that Member is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that Member has on the business of the meeting.

(2) A Member is able to exercise his right to vote at a General Meeting when: -

(a) That Member is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

(b) That Member'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 Members attending the meeting.

(3) The Board may make whatever arrangements it considers appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

(4) In determining attendance at a General Meeting, it is immaterial whether any 2 or more Members attending it are in the same place as each other.

(5) 2 or more Members 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 and vote at that meeting, they are (or would be) able to exercise them.

(6) The Chairman (or chair of the meeting) may permit other persons who are not Members to attend and speak at a General Meeting.

**Voting**

17. (1) Any resolution put to the 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 by: -

(a) The Chairman (or other chair of the meeting)

(b) At least 2 Members present in person or by proxy.

(2) Unless a poll is duly demanded a declaration by the Chairman (or other chair of the meeting) that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry made to that effect in the Minutes of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

(3) The demand for a poll may be withdrawn before a poll is taken, but only with the consent of the Chairman (or other chair of the meeting). The withdrawal of a demand for a poll shall not invalidate the result of a show of hands declared before the demand was made.

(4) A poll shall be taken as the Chairman (or other chair of the meeting) directs and he may appoint scrutineers (who need not be Members) and fix a time and place for declaring the results of the poll. The results of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.



(5) (a) A poll demanded on the election of a chairman or on a question of adjournment must be taken immediately.

(b) A poll demanded on any other question shall be taken either immediately or at such time and place as the Chairman (or other chair of the meeting) directs being not more than 30 days after the poll is demanded.

(c) No notice need be given of a poll not taken forthwith if the date, time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least 7 clear days' notice shall be given specifying the date, time and place at which the poll is to be taken.

(d) The demand for a poll shall not prevent continuance of the meeting for the transaction of any other business other than the question on which the poll is demanded.

(6) Every Member (notwithstanding any different categories of membership) shall have one vote. The Chairman shall have no second or casting vote.

(7) No Member may vote on any matter at a General Meeting in which he is personally interested (other than the acceptance of a guarantee or other liability). Any Member who has a personal interest shall: -

(a) Declare it as soon as practicable.

(b) Withdraw from the meeting for the duration of the matter in which he has the personal interest.

(c) Not be counted in the quorum for that part of the meeting.

(8) Any Member entitled to attend and vote at any General Meeting of the Charity shall be entitled to appoint another person (whether a Member or not) as his proxy to attend and vote on a show of hands or poll instead of him.

(9) Any objection to the qualification of any voter must be raised at the meeting at which the vote is tendered and the decision of the Chairman (or other chair of the meeting) shall be final.

(10) (a) Any organisation that is a Member of the Charity may nominate any person to act as its representative at any meeting of the Charity.

(b) The organisation shall give written notice to the Charity of the name of its representative, but in the absence of a specific notice the Chairman may accept an attendance sheet for the meeting signed on behalf of the organisation by a representative as being valid notice.

(c) Any notice given to the Charity will be conclusive evidence that the representative is entitled to represent the organisation or that his or her authority has been revoked. The Charity shall not be required to consider whether the representative has been properly appointed by the organisation.

#### **Written resolutions**

18. (1) An ordinary resolution in writing agreed by a simple majority of the Members who would have been entitled to vote if it had been proposed at a General Meeting shall be effective provided that: -

- (a) A copy of the proposed resolution has been sent to every Member.
  - (b) A simple majority of Members has signified its agreement to the resolution.
  - (c) It is contained in an authenticated document that has been received at the Registered Office within the period 28 days beginning with the circulation date.
- (2) A special resolution shall follow the procedure for an ordinary resolution except that the majority required shall exceed 75 per cent in favour.
- (3) A resolution in writing may comprise several copies to which one or more Members have signified their agreement.
- (4) In the case of a Member that is an organisation, its authorised representative may signify its agreement.

**Content of proxy notices**

19. (1) A Member may only validly appoint a proxy by a notice in writing (a "proxy notice") which: -
- (a) States the name and address of the Member appointing the proxy.
  - (b) Identifies the person appointed to be that Member's proxy and the General Meeting in relation to which that person is appointed.
  - (c) Is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Trustees may determine.
  - (d) Is delivered to the Charity in accordance with the Articles and any instructions contained in the notice of General Meeting to which it relates.
- (2) The Charity may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes. Unless otherwise stated by the Board the proxy notice shall be in the following form or as near to it as circumstances admit.

**THE RIVERS TRUST**

I [Member's name and address] being a Member of the above-named company/charity hereby appoint

[Name and address of proxy holder]

Or failing him/her,

[Name and address of substitute]

As my/our proxy to vote on my/our behalf at the [Annual/Extraordinary/Adjourned] General Meeting of the above-named company to be held on the [ ] day of [ ] [ ] and any adjournment thereof.

Signed [name ] this [ ] day of [ ] [ ]

- (3) Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.

(4) Unless a proxy notice indicates otherwise, it must be treated as: -

(a) Allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and

(b) Appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

**Delivery of proxy notices**

20. (1) A proxy notice must be delivered to the Charity at its Registered Office not less than 48 hours before the meeting to which it relates.

(2) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a General Meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Charity by or on behalf of that Member.

(3) A Member may revoke an appointment under a proxy notice by delivering to the Charity a notice in writing by or on behalf of the Member by whom, or on whose behalf, the proxy notice was given.

(4) A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

(5) If the Member has not executed the proxy notice appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the Member's behalf.

**THE TRUSTEES**

**The Board**

21. (1) The Trustees for the time being shall constitute the Board.

(2) The first Trustees shall be those persons notified to Companies House as the first Trustees of the Charity.

(3) The Board when complete shall consist of the following: -

(a) Up to six Trustees who shall be nominated by the Rivers Trusts (the "Rivers Trustees");

(b) Up to five Trustees elected by the Members at an AGM (the "Elected Trustees");

(4) The Board shall elect one of the Trustees to be the Chairman.

(5) A Trustee shall not be permitted to appoint an alternate trustee or anyone to act on his own behalf at meetings of the Board.

(6) The Charity may by ordinary resolution increase or decrease the maximum number of Trustees.

**Powers of the Board**

22. (1) The Board shall manage the business of the Charity and may exercise all the powers of the Charity unless they are subject to any restrictions imposed by the Companies Acts, the Articles or by any special resolution.
- (2) No alteration of the Articles or any special resolution shall have retrospective effect to invalidate any prior act of the Board.
- (3) Any Board meeting at which a quorum is present at the time the relevant decision is made may exercise all the powers exercisable by the Board.
- (4) The Board may from time to time make such rules as it thinks fit for the proper conduct and management of the Charity, provided that: -
- (a) No such rules shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.
- (b) The Board shall adopt such means as it thinks sufficient to bring the notice of Members to such rules.
- (c) The Charity in General Meeting has the power to alter, add to, or repeal such rules.

#### **Retirement of Trustees**

23. (1) At each AGM from 2021 all Trustees shall be appointed for a period ending at the conclusion of the fifth following AGM ("5 Year-Term").
- (2) A Trustee retiring at the end of the 5-Year Term shall be eligible for re-appointment for one further and consecutive 5-Year Term.
- (3) As regards to Trustees appointed or re-appointed prior thereto, their appointment shall be for a 5-Year Term from the date of their appointment or last re-appointment as the case may be and they shall be eligible for re-appointment pursuant to Article 23 (2), provided that at that time they shall not have served consecutively for longer than the 5-Year Term.
- (4) The Charity may by ordinary resolution vary the term of such appointment or re-appointment either generally or for an individual Trustee, provided that in the case of a proposition to extend the term of an individual Trustee, the Board shall circulate with the notice of the AGM an explanatory note setting out reasonable particulars thereof and a justification for such an extension.
- (5) Provided that there is a break in service as a Trustee for a period at least from one AGM until the next following AGM, a former Trustee shall be eligible for further appointment and re-appointment hereunder, and all previous service in such office shall be disregarded.

#### **Appointment of Trustees**

24. (1) No person shall be appointed or re-appointed a Trustee: -
- (a) Unless he is a natural person and has attained the age of 16 years.
- (b) In circumstances such that, had he already been a Trustee, he would have been disqualified from acting under the provisions of Article 25.
- (c) The maximum number of Trustees pursuant to Article 21 shall be exceeded.

(2) Elections shall be held for the appointment or re-appointment of Rivers Trustees from among the Rivers Trusts in accordance with any such rules and regulations that the Board may adopt from time to time. The Chairman shall announce the Rivers Trustees so appointed to the Members at the Charity's AGM; such appointment to be with effect from the conclusion of that AGM.

(3) No person shall be appointed or re-appointed as an Elected Trustee at any AGM unless:

(a) He is recommended by the Board; or

(b) Not less than 21 days and not more than 2 calendar months before the date appointed for the AGM, a notice signed by a Member has been given to the Charity of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be filed at Companies House by the Charity, together with a notice signed by that person of his willingness to be appointed; or

(c) He has been nominated for appointment as a Rivers Trustee at that AGM and, in the event of a ballot or otherwise, has been unsuccessful.

(4) All Members must be given not less than 14 or not more than 28 clear days' notice of any resolution to be put to the AGM to elect or re-elect any person as an Elected Trustee.

(5) (a) The Board may at any time appoint a person who is willing to act to be a Trustee to fill a vacancy (without designation as to being either a Rivers Trustee or Elected Trustee).

(b) A Trustee so appointed shall hold office only until the next following AGM at which time he shall be subject to nomination either as a Rivers Trustee or nomination or recommendation as an Elected Trustee.

(c) The period of office a Trustee so appointed shall be disregarded for the purposes of determining the 5-Year Term pursuant to Article 23.

#### **Disqualification and removal of Trustees**

25. A Trustee shall cease to hold office if he: -

(1) Ceases to be a Trustee by virtue of any provision in the Companies Acts, or is otherwise prohibited by law from being a Trustee.

(2) Is disqualified from acting as a Trustee by virtue of:

(a) section 72 of the Charities Act 1993 (or any statutory re-enactment or modification of that provision); and/or

(b) section 55 of the (Irish) Charities Act 2009 (or any statutory re-enactment or modification of that provision).

(4) Ceases to be a Member.

(4) Becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs.

(5) Resigns as a Trustee by notice to the Charity (but only if at least two Trustees will remain in office when the notice is to take effect).

(6) Is absent without permission of the Board from all their meetings held within a period of 12 months and the Board resolves that his office be vacated.

**Remuneration of Trustees**

26. The Trustees must not be paid any remuneration unless it is authorised by Article 35.

**Proceedings of the Board**

27. (1) The Board may regulate their proceedings as they think fit, subject to the provisions of the Articles.

(2) Any Trustee may call a meeting of the Board.

(3) The Secretary (if any) must call a meeting of the Board if requested to do so by a Trustee.

(4) Questions arising at a Board meeting shall be decided by a majority of votes.

(5) In the case of an equality of votes (at a Board meeting) the Chairman (or other chair of the meeting) shall have a second or casting vote.

(6) A meeting may be held by suitable Electronic Form or other means agreed by the Trustees in which each participant may communicate with all the other participants. Participation by such means shall be deemed to constitute presence in person and business so transacted shall be effective for all purposes as that of a meeting of the Board duly convened and held with such persons physically present.

(7) It shall not be necessary to give notice of a meeting to a Trustee who is absent from the United Kingdom.

(8) Unless he is unwilling to do so, the Chairman shall act as chairman of and preside at every meeting of the Board at which he is present. If the Chairman is unwilling to preside or is not present within 10 minutes after the time appointed for the meeting, the Trustees present shall appoint another Trustee to be chairman of the meeting. Where the Chairman is ineligible to vote on any matter, the Trustees shall appoint one of their number who is eligible to vote thereon to be the chairman for such matter.

**Quorum**

28. (1) The quorum for transacting the business of the Board may be fixed by the Board but shall not be less than two present at the time the decision is made. Present shall include being present by electronic means as the case may be.

(2) A Trustee shall not be counted in the quorum present in relation to a resolution on which he is not entitled to vote.

(3) If the number of Trustees is less than the number fixed as the quorum, the continuing Trustee(s) may act only for the purpose of filling vacancies or of calling a General Meeting.

**Written Resolutions**

29. (1) A resolution in writing or in Electronic Form agreed by a simple majority of all the Trustees entitled to receive notice of a Board meeting and to vote upon the resolution shall be as valid and effectual as if it had been passed at a Board meeting duly convened and held provided that: -

(a) A copy of the resolution is sent or submitted to all the Trustees eligible to vote; and

(b) A simple majority of Trustees has signified its agreement to the resolution in an authenticated document or documents that are received at the Registered Office within the period of 28 days beginning with the circulation date.

(2) A resolution in writing may comprise one or more documents containing the text of the resolution in like form to each of which one or more Trustees have signified their agreement.

**Delegation**

30. The Board may delegate any of its powers or functions to any committee of 2 or more Trustees provided that: -

(1) The resolution making that delegation shall specify the Trustees and others who will serve or be asked to serve on such committee (although the resolution may allow the committee to make co-options up to a specified number).

(2) Any other Trustee has the right to request notice of, attend, speak and vote at any committee meeting.

(3) The Board may make such regulations and impose such terms and conditions and give such mandates to any such committee as it may from time to time think fit.

(4) The Board may revoke or alter a delegation at any time.

(5) All deliberations of any committees shall be reported regularly to the Board and any resolution passed or decision taken by any such committee shall be reported no later than the next Board meeting to the Board and for that purpose every committee shall appoint a secretary.

(6) The provisions related to Trustees' interests and benefits apply to any person serving on any committee in the same way as they apply to a Trustee.

(7) The provisions related to written resolutions and acts done shall apply to a committee in the same way as for a Board meeting.

**Validity of Board decisions**

31. (1) Provided that the decision would have been carried without the vote of that Trustee and the meeting would have been otherwise quorate, all acts done by a Board meeting shall be valid notwithstanding the participation in any vote of a Trustee who:-

(a) Was disqualified from holding office.

(b) Had previously retired or who had been obliged by the Articles to vacate office.

(c) Was not entitled to vote on the matter, whether by reason of a conflict of interests or otherwise.

(2) Notwithstanding the above, a Trustee or a Connected Person shall not be permitted to keep any benefit that may be conferred on him by a resolution of the Board if: -

(a) But for Article 31 (1), the resolution would have been void; or

(b) The Trustee has not complied with Article 32.

## **TRUSTEES' INTERESTS & BENEFITS**

### **Declaration of Interests**

32. (1) A Trustee must declare the nature and extent of any interest, direct or indirect, which he has, or reasonably believes he has, in an actual or proposed transaction or arrangement with the Charity which has not previously been declared. For the purposes hereof: -

(a) A general notice given to the Charity that the Trustee is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement shall be deemed to be a disclosure thereof.

(b) An interest of a Connected Person shall be treated as an interest of the Trustee.

(c) Disclosure to those Trustees who participate in the decision on the transaction or arrangement shall, provided it is duly recorded in the minutes recording the transaction or arrangement, be deemed a disclosure to all Trustees.

### **Non-Participation**

33. (1) A Trustee must withdraw or absent himself from that part of a meeting of the Board in which: -

(a) It is reasonably expected that a conflict will arise between his duty to act solely in the interests of the Charity and any personal interest (including but not limited to any personal financial interest).

(b) It becomes apparent that such a conflict has arisen.

(2) The Trustee shall not vote on any such matter and shall not be counted in the quorum of Trustees present for the matter.

### **Conflicts of Interests**

34. (1) 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 un-conflicted Trustees may authorise such a conflict of interests where the following conditions apply:

(a) 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.

(b) The conflicted Trustee does not vote on any such matter and is not counted in calculating if a quorum of Trustees is present for the matter.

(c) The un-conflicted Trustees consider it is in the interests of the Charity to authorise the conflict of interests in the circumstances applying.

(2) In this Article a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict that does not involve a direct or indirect benefit of any nature to a Trustee or Connected Person.

(3) A Trustee shall not be treated as having a conflict of interests if: -



(a) The resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the Charity.

(b) The resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation by the Charity, for which the Trustee has assumed responsibility in whole or in part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security.

(c) His interest arises by virtue of being a trustee (or, in the case of a charitable company, a director) of another Rivers Trust.

(d) His interest arises by virtue of being incidentally employed by any government department, government agency, or local authority having a statutory responsibility for rivers and their environmental protection.

#### **Prohibition of Trustees' Benefits**

35. No Trustee or Connected Person may:-

(1) Buy any goods or services from the Charity on terms preferential to those applicable to the general public.

(2) Sell goods, services or any interest in land to the Charity.

(3) Be employed by, or receive any remuneration from, the Charity.

(4) Receive any other financial benefit from the Charity unless the payment is permitted by Article 36.

#### **Provision of goods and services**

36. (1) Unless and until section 89 of the (Irish) Charities Act 2009 becomes operative, which permits charitable organisations entering into arrangements with a Trustee or Connected Person, certain arrangements permissible under sections 73A to 73C of the Charities Act 1993 (sections 36 & 37 of the Charities Act 2006) shall not apply.

(2) A Trustee or Connected Person may receive interest on money lent to the Charity at a reasonable rate, which must be below the base rate of a clearing bank used by the Charity from time to time.

(3) A Trustee or Connected Person may receive rent for premises let by the Trustee or Connected Person to the Charity if the amount of the rent and the other terms of the lease are and remain more favourable than a corresponding commercial let to a third party.

(6) The Board may arrange for the purchase out of the funds of the Charity, of insurance designed to indemnify the Trustees in accordance with the terms of, and subject to the conditions in, section 73F of the Charities Act 1993 (section 39 of the Charities Act 2006), and the (Irish) Charities Act 2009 (as amended) and/or any other relevant Irish legislation.

(7) A Trustee or Connected Person may take part in the normal trading and fundraising activities of the Charity on the same terms as the general public.

#### **Payment for supply of goods only**

37. Until section 89 of the (Irish) Charities Act 2009 becomes operative, which permits charitable organisations entering into arrangements with a Trustee or Connected Person, payment for the supply of goods only shall not be permitted. Once section 89

of the (Irish ) Charities Act 2009 becomes operative, payment for the supply of goods shall be permitted if each of the following conditions is satisfied:

- (1) Section 89 of the (Irish) Charities Act 2009 is fully complied with.
- (2) The amount or maximum amount of the payment for the goods is set out in a written agreement between:
  - (a) The Charity; and
  - (b) The Trustee or Connected Person supplying the goods thereunder to or on behalf of the Charity
- (3) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of goods in question.
- (4) The Board is satisfied that it is the best interests of the Charity to contract with the Trustee or Connected Person rather than a third party. In reaching its decision the Board must balance the advantage of contracting with the Trustee or Connected Person against the disadvantages of so doing.
- (5) The Trustee in question does not vote on any such matter and is not counted when calculating if a quorum is present at the Board meeting.
- (6) The reason for the Board's decision is recorded in the minute book.

#### **ADMINISTRATIVE ARRANGEMENTS**

##### **Seal**

38. If the Charity has a seal it must only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Trustees may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by any two Trustees or a Trustee and the Secretary (if any).

##### **Minutes**

39. The Board must keep minutes for a minimum of 10 years of all: -

- (1) Appointments of Officers.
- (2) Proceedings at General Meetings.
- (3) Proceedings at Board meetings and of Board committees' including:-
  - (a) The names of those present at each such meeting.
  - (b) Decisions made at the meeting.
  - (c) Where appropriate, the reasons for the decisions.

##### **Accounts**

40. (1) The Board must prepare Accounts for each accounting reference period (financial year) as required by the Companies Acts. The Accounts must be prepared to show a true and fair view and follow accounting standards issued or adopted by the Accounting Standards Board or its successors and adhere to the recommendations of applicable Statements of Recommended Practice.

(2) The Board must keep accounting records sufficient to show and explain the transactions and assets and liabilities of the Charity and otherwise comply with the Companies Acts.

(3) The Charity must comply with the Companies Acts and the Charities Act 1993 with regard to the preparation and filing of the Accounts with Companies House and the Charity Commission. The Charity must also comply with the filing requirements of the Charities Regulatory Authority in Ireland.

#### **Annual Return and Registers**

41. (1) The Board must comply with the requirements of the Companies Acts and the Charities Act 1993 with regard to the preparation and filing of the Annual Return with Companies House and the Charity Commission respectively.

(2) Respectively notify Companies House and the Charity Commission of statutory changes to the Charity's entry at Companies House and the Central Register of Charities.

(3) The Board must also comply with the filing requirements of the Charities Regulatory Authority in Ireland.

#### **Bank Accounts**

42. Any bank account in which any part of the assets of the Charity is deposited shall clearly indicate the name of the Charity.

#### **Auditors**

43. Auditors shall be appointed and their duties regulated in accordance with the Companies Acts, including, but not limited to, appointment by the Charity in General Meeting except that the Board may appoint the first auditor (or the first auditor after a period of audit exemption) and can fill a casual vacancy.

#### **Officers**

44. The Board: -

(1) May appoint or engage: -

(a) A chief executive officer (whether known by that name or as Director or a like title).

(b) A Secretary.

(c) A treasurer and such other officers as they shall see fit.

(2) May appoint one or more of the Trustees to any executive office above, and any such appointment or engagement may be made for the purpose of discharging such duties and upon such terms as the Board determines, subject to Article 36, and the Board may dismiss any Trustee so appointed. Any appointment of a Trustee to an executive office shall automatically terminate if he ceases to be a Trustee.

#### **Advisory Council**

45. The Board may establish an advisory council (by whatever name) and shall determine, by resolution or resolutions made from time to time, the composition and terms of reference of and the procedures applicable to the conduct of business by the advisory

council, provided that the Board shall not delegate any of their powers to such a council and it shall have no power to bind or act on behalf of the Charity.

#### **Means of Communication to be used**

46. (1) Subject to the Articles, anything sent or supplied by or to the Charity under the Articles, may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Charity.
- (2) Subject to the Articles, any notice or document to be sent or supplied to a Trustee in connection with the decisions by Trustees may also be sent or supplied by the means by which that Trustee has asked to be sent or supplied with such notices or documents for the time being.
- (3) Any notice to be given to or by any person pursuant to the Articles must be: -
- (a) In writing; or
  - (b) Given in Electronic Form.
- (4) The Charity may give any notice to a Member either:-
- (a) Personally; or
  - (b) By sending it by post in a prepaid envelope addressed to the Member at his Address; or
  - (c) Leaving it at the Member's Address or
  - (d) By giving it in Electronic Form to the Member's Address.
- (5) A Member who does not register an address with the Charity or registers only a postal address that is outside of the United Kingdom shall not be entitled to receive any notice from the Charity.
- (6) A Member present in person at any meeting of the Charity shall be deemed to have received notice of the meeting and of the purposes for which it was called.
- (7) (a) Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed as given 48 hours after the envelope containing it was posted.
- (b) Proof that a notice in Electronic Form was given shall be conclusive where the Charity can demonstrate that it was properly addressed and sent, in accordance with section 1147 of the Companies Act 2006. A notice given in Electronic Form shall be deemed as given 48 hours after it was sent.
- (8) The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by a person entitled to receive notice shall not invalidate the proceedings of that meeting.

#### **Indemnity and Insurance**

47. (1) Subject to the provisions of the Companies Acts, the Charity shall indemnify every Trustee, Officer and auditor of the Charity in his respective capacity against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted, or in connection with any application in which relief is granted to him by the court for negligence,

default, breach of duty or breach of trust in relation to the affairs of the Charity, and against all costs, charges, losses, expenses or liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

(2) The Board may decide to purchase and maintain insurance, at the expenses of the Charity, for the benefit of any relevant Trustee or Officer in respect of any relevant loss. In this Article:-

(a) A "relevant Trustee or Officer" means any Trustee, Officer or former Trustee or Officer of the Charity or an associated company.

(b) A "relevant loss" means any loss or liability which has been or may be incurred by a relevant Trustee or Officer in connection with that Trustee's or Officer's duties or powers in relation to the Charity, any associated company or any pension fund of the Charity or associated company.

(c) Companies are associated if one is a Subsidiary of the other or both are Subsidiaries of the same body corporate.

#### **Dissolution**

48. (1) The Members may at any time before, and in expectation of, its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision has been made to pay them, shall on or before the dissolution of the Charity be applied or transferred in any of the following ways: -

(a) Directly for the Objects; or

(b) By transfer to any charity or charities, including but without prejudice to the generality of the foregoing, Rivers Trusts, for purposes similar to the Objects; or

(c) To any charity or charities for particular purposes that fall within the Objects.

(2) Subject to any such resolution of the Members, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on or before dissolution of the Charity be applied or transferred: -

(a) Directly for the Objects; or

(b) By transfer to any charity or charities, including but without prejudice to the generality of the foregoing, Rivers Trusts, for purposes similar to the Objects; or

(c) To any charity or charities for particular purposes that fall within the Objects.

(3) In no circumstances shall the net assets of the Charity be paid to or distributed among the Members (except to a Member that is itself a charity) and if no such resolution is passed by the Members or the Trustees the net assets of the Charity shall, with the permission of the Charities Regulatory Authority in Ireland, be applied for charitable purposes as directed by the Court or the Charity Commission.

(4) The company or companies (being a charitable institution or institutions) to which the property is to be given or transferred shall prohibit the distribution of income among their members to an extent at least as great as is imposed on the Charity under or by virtue of this Article.

(5) Final accounts will be prepared and submitted (that will include a section that identifies and values any assets transferred along with the details of the recipients and the terms of the transfer) to the Charities Regulatory Authority in Ireland and, as required the Court and/or the Charity Commission.

#### **Compliance with Irish Legislation and the Revenue Commissioners**

49. (1) In order to register and operate in Ireland, the Charity shall, in addition to compliance with UK legislation, comply with the (Irish) Charities Act 2009, as amended and any other relevant Irish legislation, including, without prejudice to the generality of the foregoing, Irish Company law.

(2) Pursuant to achieving charitable tax exemption in Ireland, the Charity shall comply with the following conditions:

(a) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Charity as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by a pension scheme covered by Part 30 of the (Irish) Taxes Consolidation Act 1997 and provided that such pension scheme has been operated by the Charity and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the pension scheme while employed by the Charity; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Charity and to subscribe or guarantee money for charitable objects.

(b) To invest in such ways as shall seem desirable to the Trustees any moneys of the Charity not immediately for the use in connection with its main objects and to place any such moneys on deposit with bankers and others; subject nevertheless as regards the making of investments to such conditions (if any) and such consents (if any) as may from time to time being imposed or required by law and subject also as hereinafter provided; prior permission to be obtained from the (Irish) Revenue Commissioners where the Charity intends to accumulate funds over a period in excess of two years for any purposes.

#### **Amendment**

50. (1) No addition, alteration, or amendment shall be made to the Charity's Memorandum or Articles of Association for the time being in force, that is a regulated alteration pursuant to section 31 of the Charities Act 2006 or is to remove an express prohibition for paying a Trustee, unless previously submitted to and approved by the Charity Commission and, as required, the Charities Regulatory Authority in Ireland.

(2) In particular, the name of the Charity shall not be changed without the prior consent of the Charities Regulatory Authority in Ireland.

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#### **Names and Addresses and Signatures of Subscribers**

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**Ian Davis Gregg**

Grange Farm  
Bampton Grange, Penrith  
Cumbria CA10 2QR

Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Janet Arnison

Address: Jack Dike, Cliburn

Penrith, Cumbria CA10 3AL

Occupation: Secretary

**David Michael Haines**

37 Clover Lane Close  
Boscastle, Cornwall PL35 0LA  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Alan Geoffrey Hawken  
Address: 5 Meadow Close, St Stephen  
St Austell, Cornwall PL26 7PE  
Occupation: Chartered Secretary

**John Philip Lord**

Spring Bank House  
Cow Ark, Clitheroe  
Lancashire BB7 3DG  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Dr M W Horner  
Address: Fellside Barn, Stonyhurst  
Clitheroe, Lancashire BB7 9QY  
Occupation: Retired

**Alistair Maltby**

Well House  
Cliburn, Penrith  
Cumbria CA10 3AL  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Janet Arnison  
Address: Jack Dike, Cliburn  
Penrith, Cumbria CA10 3AL  
Occupation: Secretary

**Dr Stephen Marsh-Smith**

Wyese Cottages  
Erwood, Bulth Wells  
Powys LD2 3SZ  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Seren Bell  
Address: St John's House, Borth  
Ceredigion, SY24 5JS  
Occupation: Catering Manager

**Nicholas Patrick Yonge**

Newton Lees House  
Kelso  
Roxburghshire TD5 7SZ  
Dated: 18<sup>th</sup> May 2004

Witness to the signature of the subscriber above:

Name: Miss Fay B L Hieatt  
Address: 5 Whitton Farm Cottages, Morebattle  
Kelso, Roxburghshire TD5 8QX  
Occupation: Charity Administrator