

Company No. : 5669451

The Companies Act 1985 and 1989

Company Limited by Guarantee and Not Having a Share Capital

Special Resolution

The Countryside Alliance Foundation

We, the undersigned being all the Members of the above-named Company hereby resolve by Written Resolution in accordance with Article 39 of the Articles of Association of the Company as a Special Resolution that the Company adopt the revised Objects of the Charity as set out in the Memorandum of Association attached to this Resolution

Signed

Robert Pryor
Robert Pryor QC

Signed

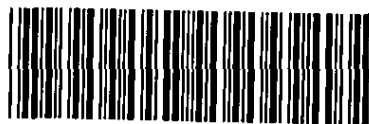
Lady Anne Heseltine

Signed

Lady Mary Dulverton

Dated the *3rd* day *August* 2007

WEDNESDAY



A31 *A2DZSSBJ* 115
22/08/2007
COMPANIES HOUSE

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Robert Pryor QC

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Anne Heseltine
Lady Anne Heseltine

Signed

Lady Mary Dulverton

Dated the *14* day *August* 2007

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Robert Pryor QC

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Lady Anne Heseltine

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Mary Dulverton
Lady Mary Dulverton

Dated the *3rd* day *August* 2007

5009451

The Companies Acts 1985 and 1989

Company Limited by Guarantee and not Having a Share Capital

Memorandum of Association
of
The Countryside Alliance Foundation

Name

- 1 The name of the company is The Countryside Alliance Foundation. In this Memorandum and the company's Articles of Association it is called the "Charity"

Registered Office

2. The registered office of the Charity is situated in England.

Objects

- 3 The objects of the Charity are.
 - 3.1 To promote the conservation, protection and improvement of the physical and natural environment by supporting access and conservation projects and programmes that protect features of wildlife flora and fauna in the British countryside generally and responsible and sustainable use of these environments.
 - 3.2 To promote agriculture for the public benefit.
 - 3.3 To educate the public in subjects pertaining to the conservation, protection, and enjoyment of the countryside.
 - 3.4 The promotion of sustainable development for the benefit of the public by:
 - 3.4.1 The preservation, conservation and the protection of the environment and the prudent use of natural resources;
 - 3.4.2 Conducting or commissioning research and publishing the results of such research.

Sustainable development means "development that meets the needs of the

present without compromising the ability of future generations to meet their own needs”

Powers

- 4 To further its objects the Charity may
 - 4.1 provide and assist in the provision of money, materials or other help;
 - 4.2 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities,
 - 4.3 publish books, pamphlets, reports, leaflets, journals, films, tapes and instructional matter on any media;
 - 4.4 promote, encourage, carry out or commission research, surveys, studies or other work, making the useful results available,
 - 4.5 provide or procure the provision of counselling and guidance,
 - 4.6 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the development and implementation of appropriate policies provided that all such activities shall be conducted on the basis of well-founded, reasoned argument and shall in all other respects be confined to those which an English charity may properly undertake;
 - 4.7 acquire any real or personal property and any rights or privileges and construct and maintain, alter and equip any buildings;
 - 4.8 subject to any consent required by law dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit;
 - 4.9 subject to any consent required by law borrow or raise and secure the payment of money,
 - 4.10 invest the Charity’s money not immediately required for its objects in or upon any investments, securities, or property;
 - 4.11 delegate the management of investments to a financial expert provided that:
 - 4.11.1 the financial expert is:
 - (a) an individual who is an authorised person within the meaning of the Financial Services and Markets Act 2000; or

- (b) a company or firm of repute which is an authorised or exempt person within the meaning of that Act except persons exempt solely by virtue of Article 44 and/or Article 45 of the Financial Services and Markets Act 2000 (Exemption) Order 2001.

4.11.2 the investment policy is set down in writing for the financial expert by the Trustees,

4 11 3 every transaction is reported promptly to the Trustee;

4 11 4 the performance of the investments is reviewed regularly by the Trustees,

4 11 5 the Trustees are entitled to cancel the delegation arrangement at any time;

4.11 6 the investment policy and the delegation arrangements are reviewed at least once a year;

4 11 7 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 11 8 the financial expert may not do anything outside the powers of the Trustees;

4 12 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 a financial expert acting under their instructions and to pay any reasonable fee required;

4 13 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;

4 14 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments,

4 15 subject to clause 4.16 raise funds by way of subscription, donation or otherwise;

4 16 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits,

4 17 incorporate subsidiary companies to carry on any trade,

- 4 18 subject to clause 5 engage and pay employees and professional or other advisers and make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants,
- 4 19 establish and support or aid in the establishment and support of any other charitable organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.20 undertake and execute charitable trusts;
- 4 21 amalgamate or co-operate with any charity having charitable objects wholly or in part similar to those of the Charity;
- 4 22 acquire or undertake all or any of the property, liabilities and engagements of charities with which the Charity may co-operate or federate,
- 4 23 pay out of the funds of the Charity the costs of forming and registering the Charity,
- 4 24 provide indemnity insurance to cover the liability of the Trustees which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the directors knew to be a breach of trust or breach of duty or which was committed by the directors in reckless disregard to whether it was a breach of trust or breach of duty or not provided also that any such insurance shall not extend to the costs of any unsuccessful defence to a criminal prosecution brought against the directors in their capacity as directors of the company, and
- 4.25 do all such other lawful things as shall further the Charity's objects.

Limitation on private benefits

- 5. The income and property of the Charity shall be applied solely towards the promotion of its objects and (except as provided below) no part may be paid or transferred directly or indirectly by way of benefit to the members of the Charity and no Trustee may receive any remuneration or other benefit in money or money's worth from the Charity. This shall not prevent any payment in good faith by the Charity of
 - 5.1 any payments made to any beneficiary of the Charity (including a member);
 - 5 2 reasonable and proper remuneration to any person (not being a Trustee) for any services rendered to the Charity,

- 5.3 interest on money lent by any person at a reasonable and proper rate,
- 5.4 any reasonable and proper rent for premises let by any person,
- 5 5 fees, remuneration or other benefits in money or money's worth to a company of which a Trustee or a member of his or her immediate family holds less than one per cent of the capital,
- 5.6 reasonable and proper out-of-pocket expenses of Trustees;
- 5.7 reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.24 of this Memorandum;
- 5 8 the proper professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his or hers, when instructed by the Charity to act in a professional capacity on its behalf, except that at no time shall a majority of the members of the Charity or of the Trustees benefit under this provision and provided that any such member or Trustee shall withdraw from any meeting at which his or her appointment or remuneration or that of his or her partner is under discussion.

Limited liability

- 6 The liability of the members is limited.
- 7 Every member of the Charity undertakes to contribute a sum not exceeding £1 to the assets of the Charity if it is wound up during his or her membership or within one year afterwards.
- 7 1 for payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member,
- 7 2 for the costs, charges and expenses of winding up;
- 7 3 for the adjustment of the rights of the contributories among themselves.

Winding up

- 8 If any property remains after the Charity has been wound up and the debts and liabilities have been satisfied it may not be paid to or distributed among the members of the Charity, but must be given to some other charitable institution or institutions with similar objects. The institution or institutions to benefit shall be chosen by the Trustees.

Definitions

- 9 Words and phrases used in this Memorandum of Association have the same meanings as are ascribed to them in the Articles of Association of the Charity unless the context otherwise requires