

The Companies Act 2006
Company Limited by Guarantee and Not Having a Share Capital

Articles of Association
of
WCS Global Conservation UK

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The Companies Act 2006

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Articles of Association of WCS Global Conservation UK

INTERPRETATION

1. Defined terms

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

OBJECTS AND POWERS

2. Objects

The objects of the Charity are for the public benefit and in any part of the world to promote:

2.1 The protection and conservation of the natural environment, its flora and fauna including by undertaking innovative approaches thereto, and in particular but without limitation:

2.1.1 the conservation and preservation of wildlife and wild places;

2.1.2 the conduct and support of programs of and efforts for (i) scientific, conservation and veterinary research regarding wildlife and wild places, and (ii) conservation, preservation, protection, management and care of wildlife (including veterinary care and breeding of endangered and other species) in wild places or in parks, reserves, gardens, protected areas or other locations; and

2.1.3 the provision of education, advice and training in relation to means of pursuing human livelihoods which are compatible with the conservation and protection of the natural environment and its fauna and flora.

2.2 Education and instruction of the public including (without limitation) in respect of:

2.2.1 the protection and conservation of the natural environment and its fauna and flora;

2.2.2 the sciences and methods of zoology, conservation, veterinary medicine and related subjects; and

2.2.3 the impact of human livelihoods on the natural environment and its fauna and flora and means of pursuing human livelihoods which are compatible with the conservation and protection of the natural environment and its fauna and flora.

2.3 All other objects which are exclusively charitable under the law of England and Wales.

3. **Powers**

3.1 To further its objects the Charity may:

- 3.1.1 Establish, maintain, manage, control, and support (with money or otherwise) places, whether wild places or elsewhere, for the conservation, preservation, management and care of wildlife.
- 3.1.2 provide and assist in the provision of money, materials or other help;
- 3.1.3 organise and assist in the provision of conferences, courses of instruction, exhibitions, lectures and other educational activities;
- 3.1.4 publish and distribute books, articles, data, analyses, pamphlets, reports, leaflets, journals, films, tapes of general, scientific and instructional interest in any medium now in existence or hereafter created;
- 3.1.5 promote, encourage, carry out, manage or commission research, surveys, studies, programmes, projects or other work, making the useful results available;
- 3.1.6 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 reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.1.7 enter into contracts to provide services to or on behalf of other bodies, including for the avoidance of any doubt, providing technical advice within the Charity's objects to any person, organisation or government;
- 3.1.8 acquire by purchase or otherwise or rent any property of any kind and any rights, interests, or privileges in and over property and construct, maintain, alter and equip and operate any buildings or facilities;
- 3.1.9 dispose of or deal with all or any of its property or any interests in property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 1993);
- 3.1.10 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds (the Charity must comply as appropriate with the Charities Act 1993 if it wishes to mortgage land);
- 3.1.11 set aside funds for special purposes or as reserves against future expenditure;
- 3.1.12 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;

- 3.1.13 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees (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 or Experts acting under their instructions and pay any reasonable fee required;
- 3.1.14 lend money and give credit to, with or without taking security for such loans or credit and guarantee or give security for the performance of contracts by any person or company;
- 3.1.15 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;
- 3.1.16 accept (or disclaim) gifts of money and any other property;
- 3.1.17 raise funds by way of subscription, donation or otherwise;
- 3.1.18 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;
- 3.1.19 incorporate subsidiary companies to carry on any trade;
- 3.1.20 subject to Article 4:
 - (a) engage and pay employees, consultants and professional or other advisers; and
 - (b) make reasonable provision for the payment of pensions and other employment and retirement benefits to (wherever located) or on behalf of employees and their spouses and dependants;
- 3.1.21 establish and support or aid in the establishment, operation and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.1.22 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.1.23 undertake and execute charitable trusts;
- 3.1.24 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body having objects wholly or in part similar to those of the Charity;
- 3.1.25 co-operate with charities, voluntary bodies, statutory authorities, governmental and other bodies (wherever located) and provide or exchange information and advice with them;

- 3.1.26 pay out of the funds of the Charity the costs of forming and registering the Charity;
 - 3.1.27 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
 - 3.1.28 provide indemnity insurance for the Trustees or any other officer of the Charity in relation to any such liability as is mentioned in Article 3.2 below, but subject to the restrictions specified in Article 3.3 below; and
 - 3.1.29 do all such other lawful things as may further the Charity's objects.
- 3.2 The liabilities referred to in Article 3.1.28 are:
- 3.2.1 any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Charity; and
 - 3.2.2 the liability to make a contribution to the Charity's assets as specified in s.214 of the Insolvency Act 1986 (wrongful trading).
- 3.3 The restrictions referred to in Article 3.1.28 are:
- 3.3.1 the following liabilities are excluded from Article 3.2.1 :
 - (a) fines, whether imposed in criminal proceedings or payable to a regulatory authority by way of a penalty in respect of non-compliance with any regulatory requirement (however arising);
 - (b) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Trustee or other officer;
 - (c) liabilities to the Charity that result from conduct that the Trustee or other officer knew or must be assumed to have known was not in the best interests of the Charity or about which the person concerned did not care whether it was in the best interests of the Charity or not.
 - 3.3.2 there is excluded from Article 3.2.2 any liability to make such a contribution where the basis of the Trustee's liability is his or her knowledge prior to the insolvent liquidation of the Charity (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Charity would avoid going into insolvent liquidation.

LIMITATION ON PRIVATE BENEFITS

4. Limitation on private benefits

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

Permitted benefits to members

- 4.2 Except as provided below no part of the income and 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 of the Charity. This shall not prevent any payment in good faith by the Charity of:
- 4.2.1 any payments made to any member in his, her or its capacity as a beneficiary of the Charity;
 - 4.2.2 reasonable and proper remuneration to any member for any goods or services supplied to the Charity, provided that if such member is a Trustee Articles 4.3 and 4.4 shall apply;
 - 4.2.3 interest at a reasonable and proper rate on money lent by any member to the Charity; and
 - 4.2.4 any reasonable and proper rent for premises let by any member to the Charity.

Permitted benefits to Trustees and Connected Persons

- 4.3 Unless the payment is permitted by Article 4.4 no Trustee may:
- 4.3.1 sell goods, services or any interest in land to the Charity and/or any Subsidiary Company;
 - 4.3.2 be employed by, or receive any remuneration from, the Charity and/or any Subsidiary Company; or
 - 4.3.3 receive any other financial benefit from the Charity and/or any Subsidiary Company.
- 4.4 A Trustee may receive the following benefits from the Charity and/or any Subsidiary Company:
- 4.4.1 a Trustee or Connected Person may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
 - 4.4.2 a Trustee may be reimbursed by the Charity and/or any Subsidiary Company for, or may pay out of the Charity and/or any Subsidiary Company's property, reasonable expenses properly incurred by him or her when acting on behalf of the Charity and/or any Subsidiary Company;
 - 4.4.3 a Trustee or Connected Person may be paid reasonable and proper remuneration by the Charity and/or any Subsidiary Company for any goods or services supplied to the Charity and/or any Subsidiary Company on the instructions of the Trustees (excluding the service of acting as Trustee and services performed by a Trustee under a contract of employment with the Charity or any Subsidiary Company) provided that:

- (a) if such person is a Trustee the procedure described in Article 22.4 (Conflicts of Interest) must be followed in considering the appointment of the Trustee and in relation to any other decisions regarding the remuneration authorised by this provision;
 - (b) if such person is a Connected Person the procedure described in Article 22.4 (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (c) this provision may not apply to more than half of the Trustees in any financial year (and for these purposes such provision shall be treated as applying to a Trustee if it applies to a person who is a Connected Person in relation to that Trustee);
- 4.4.4 a Trustee or Connected Person may receive interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 a Trustee or Connected Person may receive reasonable and proper rent for premises let to the Charity;
- 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.1.28;
- 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6; and
- 4.4.8 a Trustee or Connected Person may receive or retain any payments authorised in Writing by the Charity Commission.
- 4.5 For any transaction authorised by Article 4.4, the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Charity shall be disapplied provided the relevant provisions of Article 4.4 have been complied with.

LIMITATION OF LIABILITY, INDEMNITY AND WINDING UP

5. Liability of members

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he, she or it is a member or within one year after he, she or it ceases to be a member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before he, she or it ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

6. Indemnity

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

7. Winding up

7.1 The members of the Charity 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 for 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 of the Charity; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

7.2 Subject to any such resolution of the members of the Charity, the Trustees of the Charity 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 for 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 of the Charity; or
- (b) by transfer to any charity or charities for purposes similar to the Objects; or
- (c) to any charity or charities for use for particular purposes that fall within the Objects.

7.3 In no circumstances shall the net assets of the Charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no resolution in accordance with Article 7.1 or 7.2 is passed by the members or the Trustees the net assets of the Charity shall be applied for charitable purposes as directed by the Charity Commission or the Court.

TRUSTEES

TRUSTEES' POWERS AND RESPONSIBILITIES

8. Trustees' general authority

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

9. Members' reserve power

9.1 The members may, by special resolution, direct the Trustees to take, or refrain from taking, specified action.

9.2 No such special resolution invalidates anything which the Trustees have done before the passing of the resolution.

10. **Chair**

WCS may appoint one of the Trustees to be the Chair of the Trustees for such term of office as it determines and may at any time remove him or her from that office.

11. **Trustees may delegate**

11.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.

11.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.

11.3 Any delegation by the Trustees may be:

11.3.1 by such means;

11.3.2 to such an extent;

11.3.3 in relation to such matters or territories; and

11.3.4 on such terms and conditions;

as they think fit.

11.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person to whom they are delegated provided the Trustees shall be notified of any such further delegation.

11.5 The Trustees may revoke any delegation (including any further delegation pursuant to Article 11.4 above) in whole or part, or alter its terms and conditions at any time.

11.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

12. **Committees**

12.1 In the case of delegation to committees:

12.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);

12.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may comprise such of their number (if any) as the resolution may specify;

- 12.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
 - 12.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and
 - 12.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.
- 12.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.
- 13. Delegation of day to day management powers**
- 13.1 In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:
- 13.1.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;
 - 13.1.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and
 - 13.1.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.
- 14. Delegation of investment management**
- The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:
- 14.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;
 - 14.2 every transaction is reported regularly to the Trustees;
 - 14.3 the performance of the investments is reviewed regularly with the Trustees;
 - 14.4 the Trustees are entitled to cancel the delegation arrangement at any time;
 - 14.5 the investment policy and the delegation arrangements are reviewed regularly;

- 14.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 14.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

DECISION-MAKING BY TRUSTEES

15. Trustees to take decisions collectively

Any decision of the Trustees must be either a majority decision at a meeting or a decision taken in accordance with Article 21.

16. Calling a Trustees' meeting

- 16.1 Two Trustees may (and the Secretary, if any, must at the request of two Trustees) call a Trustees' meeting.
- 16.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
 - 16.2.1 all the Trustees agree; or
 - 16.2.2 urgent circumstances require shorter notice.
- 16.3 Notice of Trustees' meetings must be supplied to each Trustee.
- 16.4 Every notice calling a Trustees' meeting must specify:
 - 16.4.1 the place, day and time of the meeting;
 - 16.4.2 the general nature of the business to be considered at such meeting; and
 - 16.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 16.5 Notice of Trustees' meetings need not be in Writing. Notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

17. Participation in Trustees' meetings

- 17.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
 - 17.1.1 the meeting has been called and takes place in accordance with the Articles; and
 - 17.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 17.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

- 17.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

18. Quorum for Trustees' meetings

- 18.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 18.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than two, and unless otherwise fixed it is two or one-third of the total number of Trustees, whichever is the greater.

19. Chairing of Trustees' meetings

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

20. Decision-making at meetings

- 20.1 Questions arising at a Trustees' meeting shall be decided by a majority of votes.
- 20.2 In the case of an equality of votes at a Trustees' meeting, the chair of the meeting shall be entitled to a casting vote in addition to any other vote he or she may have, except in relation to any matter in respect of which he or she is obliged to comply with Article 22.4.

21. Decisions without a meeting

- 21.1 The Trustees may take a unanimous decision without a Trustees' meeting in accordance with this Article by indicating to each other by any means, including without limitation by Electronic Means, that they share a common view on a matter. Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.
- 21.2 A decision which is made in accordance with Article 21.1 shall be as valid and effectual as if it had been passed at a meeting duly convened and held, provided the following conditions are complied with:
- 21.2.1 approval from each Trustee must be received by one person being either such person as all the Trustees have nominated in advance for that purpose or such other person as volunteers if necessary ("the Recipient"), which person may, for the avoidance of doubt, be one of the Trustees;
- 21.2.2 following receipt of responses from all of the Trustees, the Recipient must communicate to all of the Trustees (by any means) whether the resolution has been formally approved by the Trustees in accordance with this Article 21.2;
- 21.2.3 the date of the decision shall be the date of the communication from the Recipient confirming formal approval;

21.2.4 the Recipient must prepare a minute of the decision in accordance with Article 37.1.

22. Conflicts of interest

22.1 Whenever a Trustee finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Trustees unless, or except to the extent that, the other Trustees are or ought reasonably to be aware of it already.

22.2 If any question arises as to whether a Trustee has a Conflict of Interest, the question shall be decided by a majority decision of the other Trustees.

22.3 Whenever a Trustee has a Conflict of Interest either in relation to a matter to be discussed at a meeting or a decision to be made in accordance with Article 21:

22.3.1 if the Conflict of Interest relates to a benefit permitted under Article 4.4.3, then the Trustee must comply with Article 22.4 must be complied with;

22.3.2 for all other Conflicts of Interest, either the Trustee must comply with Article 22.4 or authorisation must be given by the unconflicted Trustees under Article 23.1.

22.4 A Trustee with a Conflict of Interest who is required to comply with Article 22.4 must:

22.4.1 remain only for such part of the meeting as in the view of the other Trustees is necessary to inform the debate;

22.4.2 not be counted in the quorum for that part of the meeting; and

22.4.3 withdraw during the vote and have no vote on the matter.

22.5 When a Trustee has a Conflict of Interest which he or she has declared to the Trustees, he or she shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

23. Trustees' power to authorise a conflict of interest

23.1 The Trustees have power to authorise a Trustee to be in a position of Conflict of Interest provided:

23.1.1 this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 4.4.3;

23.1.2 in relation to the decision to authorise a Conflict of Interest, the conflicted Trustee must comply with Article 22.4;

23.1.3 in authorising a Conflict of Interest, the Trustees can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of

doubt, they can decide that the Trustee with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;

- 23.1.4 the decision to authorise a Conflict of Interest can impose such terms as the Trustees think fit and is subject always to their right to vary or terminate the authorisation; and
- 23.1.5 nothing in this Article 23.1 shall have the effect of allowing the Trustees to authorise a benefit that is not permitted in accordance with Article 4.
- 23.2 If a matter, office, employment or position, has been authorised by the Trustees in accordance with Article 23.1 then, even if he or she has been authorised to remain at the meeting by the other Trustees, the Trustee may absent himself or herself from meetings of the Trustees at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 23.3 A Trustee shall not be accountable to the Charity for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Trustees in accordance with Article 1 (subject to any limits or conditions to which such approval was subject).

24. Register of Trustees' interests

The Trustees must cause a register of Trustees' interests to be kept. A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Charity or in any transaction or arrangement entered into by the Charity which has not previously been declared.

25. Validity of Trustee actions

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

APPOINTMENT AND RETIREMENT OF TRUSTEES

26. Number of Trustees

There shall be at least three Trustees.

27. Appointment and removal of Trustees

- 27.1 Those persons notified to the Registrar of Companies as the first directors of the Charity shall be the first Trustees.
- 27.2 Every Trustee shall be appointed and may at any time be removed by notice in writing given by WCS to the Charity. Any Trustee who is also an employee or statutory office holder of WCS shall serve until his or her removal or resignation and shall automatically cease to be a Trustee when he or she ceases to be an employee or statutory office holder of WCS. Every other Trustee shall be appointed for renewable terms of three years.

27.3 No person may be appointed as a Trustee:

27.3.1 unless he or she has attained the age of 18 years; or

27.3.2 in circumstances such that, had he or she already been a Trustee, he or she would have been disqualified from acting under the provisions of the Articles.

28. Termination of Trustee's appointment

A person ceases to be a Trustee as soon as:

28.1 that person ceases to be a director by virtue of any provision of the Companies Acts, or is prohibited from being a director by law;

28.2 that person is disqualified under the Charities Act 1993 from acting as a trustee of a charity;

28.3 a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

28.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;

28.5 the other Trustees reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;

28.6 notification is received by the Charity from the Trustee that the Trustee is *resigning* from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);

28.7 the Trustee fails to attend three consecutive meetings of the Trustees and the Trustees resolve that the Trustee be removed for this reason;

28.8 notice in writing of dismissal signed on behalf of WCS is given to the Trustees and the Secretary;

PATRONS

29. Patrons

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

MEMBERS

BECOMING AND CEASING TO BE A MEMBER

30. Becoming a member

- 30.1 WCS shall be the initial sole member of the Charity. WCS shall appoint its successors or may admit further individuals or organisations to membership as it thinks fit.
- 30.2 In the event of a bona fide reconstruction of WCS without insolvency WCS' successor organisation shall automatically become a member of the Charity.
- 30.3 If WCS goes into liquidation otherwise than for the purpose of a bona fide reconstruction without insolvency, or has an administrator or a receiver or an administrative receiver appointed over all its assets, or an order made or a resolution passed for its winding up, WCS' membership shall automatically cease, and the Trustees then in office shall, if willing to act, be the members of the Charity, and if not so willing, shall appoint a new member or members.
- 30.4 Except when there is a sole member of the Charity, every corporate member shall appoint an individual to represent it at any general meetings of the Charity and the name of such representative and the fact that he or she is the representative of such member shall be noted in the register of members. A corporate member shall be able to replace its representative with another individual by giving notice to the Charity.

31. Associate members

The Trustees may establish such classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such associate members in accordance with such regulations as the Trustees shall make, provided that no such associate members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

GENERAL MEETINGS

32. Members' meetings

- 32.1 Subject to the provisions of the Companies Acts and these Articles, the Charity shall dispense with the holding of general meetings for so long as there is a sole member and resolutions of the Charity shall be passed by way of written decision in accordance with Article 33.
- 32.2 If, in accordance with the Companies Acts, a general meeting is required to be called, then the provisions of Part 3 of Schedule 2 of the Companies (Model Articles) Regulations 2008 shall apply to the meeting. Accordingly, the Trustees may make whatever arrangements they consider appropriate to enable those attending a general meeting (whether or not any two members attend in the same place) to exercise their rights to speak or vote at it.

WRITTEN DECISIONS

33. Written decisions

33.1 For so long as there is a sole member of the Charity, details of any decision of the sole member that:

33.1.1 may be taken by the Charity in general meeting, and

33.1.2 has effect as if agreed by the Charity in general meeting,

must (unless that decision is taken by way of a written resolution) be provided to the Charity in writing within 14 days of the date of the decision.

33.2 Thereafter, the members may pass resolutions as written resolutions in accordance with the Companies Acts.

33.3 Communications in relation to written resolutions shall be sent to the Charity's auditors in accordance with the Companies Acts.

ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS

34. Communications

34.1 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 Acts 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.

34.2 A member present in person or by proxy 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.

34.3 Where any Document or information is sent or supplied under the Articles:

34.3.1 Where the Document or information is sent or supplied by post, service or delivery shall be deemed to be effected 48 hours after the envelope containing it was posted. In proving such service or delivery it shall be sufficient to prove that such envelope was properly addressed and posted.

34.3.2 Where the Document or information is sent or supplied by Electronic Means to an Address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied. In proving such service it shall be sufficient to prove that it was properly addressed.

34.3.3 Where the Document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:

(a) the material is first made available on the website; or

- (b) (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.

34.4 A Trustee may agree with the Charity that notices or Documents sent to that Trustee in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

34.5 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:

34.5.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity or a copy of the annual report and accounts of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so; and

34.5.2 in all other cases, the Charity will send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, or in the case of a recipient who is not a member, to the last known postal address for that person.

34.5.3 The date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

35. **Secretary**

35.1 A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

35.2 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and

35.3 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

36. **Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice unless a provision of the Companies Acts specifies that such informality, irregularity, want of qualification or lack of specification shall invalidate it.

37. Minutes

37.1 The Trustees must cause minutes to be made in books kept for the purpose:

37.1.1 of all appointments of officers made by the Trustees;

37.1.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and

37.1.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting; and

37.1.4 of all details provided to the Charity in accordance with Article 33.1 (decisions of sole member).

and any such minute, if purported to be signed (or otherwise authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, or in the case of Article 37.1.4 the sole member, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

37.2 Minutes made pursuant to Articles 37.1.2, 37.1.3 and 37.1.4, must be kept for at least ten years from the date of the meeting, resolution or decision.

38. Records and accounts

38.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 1993 as to maintaining a members' register, keeping financial records, the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

38.1.1 annual reports;

38.1.2 annual returns; and

38.1.3 annual statements of account.

38.2 Except as provided by law or authorised by the Trustees or an ordinary resolution of the Charity, no person is entitled to inspect any of the Charity's accounting or other records or Documents merely by virtue of being a member.

39. Regulations

The Trustees may, from time to time, make, repeal or alter regulations as to the management of the Charity and its affairs, the duties of any officers or employees of the Charity, the conduct of business of the Trustees or any committee and any of the matters or things within the powers or under the control of the Trustees. Such regulations must not be inconsistent with the Companies Acts, the Articles or any rule of law.

40. Exclusion of model articles

The relevant model articles contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 are hereby expressly excluded.

SCHEDULE

INTERPRETATION

Defined terms

1. In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

	Term	Meaning
1.1	“Address”	includes a number or address used for the purposes of sending or receiving documents by Electronic Means;
1.2	“Articles”	the Charity’s articles of association;
1.3	“Chair”	has the meaning given in Article 10;
1.4	“Charity”	WCS Global Conservation UK;
1.5	“Clear Days”	in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
1.6	“Companies Acts”	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.7	“Conflict of Interest”	any direct or indirect interest of a Trustee (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Charity;
1.8	“Connected Person”	any person falling within one of the following categories: <ul style="list-style-type: none"> (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of a Trustee; or (b) the spouse or civil partner of any person in (a); or (c) any person living with a Trustee as his or her partner; or (d) any company, partnership or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital; where payment to that person might result in the Trustee obtaining benefit;

- 1.9 **“ Court”** the High Court or any other court in England and Wales having concurrent jurisdiction or any judge or officer exercising that jurisdiction;
- 1.10 **“Document”** includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.11 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.12 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.13 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.14 **“Secretary”** the secretary of the Charity (if any);
- 1.15 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50% of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;
- 1.16 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called;
- 1.17 **“WCS”** the corporate body called Wildlife Conservation Society, a non-profit corporation organised under the laws of the State of New York operating exclusively for charitable purposes and having its registered office at 2300 Southern Boulevard, Bronx, New York, 10460 1099 USA and Internal Revenue Service federal tax identification number: 13-1740011;
- 1.18 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to clause 3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
3. Unless the context otherwise requires, words or expressions contained in the Articles bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles become binding on the Charity.