

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company Number **12122555**

The Registrar of Companies for England and Wales, hereby certifies that

MOORLAND COMMUNITIES TRADITION LIMITED

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by guarantee, and the situation of its registered office is in England and Wales

Given at Companies House, Cardiff, on **25th July 2019**



* N12122555A *



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

IN01_(ef)

Application to register a company



Received for filing in Electronic Format on the: **25/07/2019**

X8AGHSY6

Company Name in full: **MOORLAND COMMUNITIES TRADITION LIMITED**

Company Type: **Private company limited by guarantee**

Situation of Registered Office: **England and Wales**

Proposed Registered Office Address: **THIRD FLOOR 20 OLD BAILEY
LONDON
UNITED KINGDOM EC4M 7AN**

Sic Codes: **74901**

Company Director ***1***

| | | | |
|---------------------------------|---|--------------|---------|
| Type: | Person | | |
| Full Forename(s): | MR WILLIAM | | |
| Surname: | VAN CUTSEM | | |
| Service Address: | recorded as Company's registered office | | |
| Country/State Usually Resident: | UNITED KINGDOM | | |
| Date of Birth: | **/10/1979 | Nationality: | BRITISH |
| Occupation: | PROPERTY DEVELOPMENT AND INVESTMENT | | |

The subscribers confirm that the person named has consented to act as a director.

Persons with Significant Control (PSC)

Statement of initial significant control

On incorporation, there will be someone who will count as a Person with Significant Control (either a registerable person or relevant legal entity (RLE)) in relation to the company

Individual Person with Significant Control details

Names: **SEBASTIAN GREEN**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/04/1971** ***Nationality:*** **IRISH**

Service Address: **THE ESTATE OFFICE OZLEWORTH
WOTTON UNDER EDGE
GLOS
UNITED KINGDOM
GL12 7QA**

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.

Individual Person with Significant Control details

Names: **MR WILLIAM VAN CUTSEM**

Country/State Usually Resident: **UNITED KINGDOM**

Date of Birth: ****/10/1979** ***Nationality:*** **BRITISH**

Service address recorded as Company's registered office

The subscribers confirm that each person named as an individual PSC in this application knows that their particulars are being supplied as part of this application.

Nature of control

The person holds, directly or indirectly, more than 25% but not more than 50 % of the voting rights in the company.

Statement of Guarantee

I confirm that if the company is wound up while I am a member, or within one year after I cease to be a member, I will contribute to the assets of the company by such amount as may be required for:

- payments of debts and liabilities of the company contracted before I cease to be a member;
- payments of costs, charges and expenses of winding up, and;
- adjustment of the rights of the contributors among ourselves, not exceeding the specified amount below.

Name: **WILLIAM VAN CUTSEM**

Address **THIRD FLOOR 20 OLD BAILEY
LONDON
UNITED KINGDOM
EC4M 7AN**

Amount Guaranteed **£1.00**

Name: **SEBASTIAN GREEN**

Address **THE ESTATE OFFICE OZLEWORTH
WOTTON UNDER EDGE
GLOS
UNITED KINGDOM
GL12 7QA**

Amount Guaranteed **£1.00**

Statement of Compliance

I confirm the requirements of the Companies Act 2006 as to registration have been complied with.

Authorisation

Authoriser Designation: **subscriber**

Authenticated **YES**

Company No: []

THE COMPANIES ACT 2006
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION
OF
MOORLAND COMMUNITIES TRADITION LIMITED

withers ^{LLP}

20 Old Bailey, London EC4M 7AN
t: +44 20 7597 6000
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DX 160 London/Chancery Lane
www.withersworldwide.com

Companies Act 2006
Company limited by guarantee
and not having a share capital

Articles of Association
of
Moorland Communities Tradition Limited

1. Name

The name of the Company is '**MOORLAND COMMUNITIES TRADITION LIMITED**'.

2. Registered office

The registered office of the Company will be in England and Wales.

3. Objects

3.1 The Company promotes the conservation, protection and improvement of the moorland areas of the English Uplands and the unique species found there.

3.2 The Company aims to develop or reform law and policy relating to, or affecting, the moorland areas of the English Uplands so as to promote their conservation, protection and improvement. To this end, the Company may also take lawful steps and measures to campaign, or assist in the bringing of legal proceedings whether for judicial review or otherwise, against decisions made by bodies such as Natural England that may or could prejudice or adversely impact on the Company's objects.

3.3 As elements of the Company's objects of promoting the conservation, protection and improvement of the moorland areas of the English Uplands and the unique species found there, the Company hopes to generate better public knowledge of these species and wider public understanding of how moorland is owned, managed, conserved and cultivated, including best-practice land management, biodiversity and sustainability. The Company can:

- (a) commission research into the ecology, economy and environment of these areas and grant-aid a range of education, community development and conservation projects; and
- (b) produce, publicise and promote public knowledge of the moorlands and their communities.

4. Powers

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

- (a) to provide, promote, sponsor and organise seminars, lectures, discussions, and other like events;
- (b) to initiate or organise or support or lead campaigns the aim of which is to further the Objects;
- (c) to provide advice or information;
- (d) to carry out research;
- (e) to consult, advise, co-operate with or assist others;
- (f) to support, administer or establish charities or other organisations;
- (g) to accept gifts and raise funds;

- (h) to borrow money;
- (i) to lobby to effect law reform and policy formulation;
- (j) to bring, or assist in the bringing of, legal proceedings;
- (k) to give security for loans or other obligations;
- (l) to acquire, hire or charge property and/or any interest in, or relating to, land of such kind and on such terms and to appoint such advisers, surveyors, managers and builders and other advisers and contractors on such terms as the Directors shall determine;
- (m) to let, license or dispose of any interest in property of any kind;
- (n) to set aside funds for special purposes or as reserves against future expenditure;
- (o) to deposit or invest its funds in any manner as may be thought fit (including, but not limited to, the establishment of trading or other subsidiaries of any kind);
- (p) to delegate the management of investments to a Financial Expert on suitable terms;
- (q) to arrange for investments or other property of the Company to be held in the name of a nominee company acting under the direction of the Directors or of a Financial Expert acting under their instructions, and to pay any reasonable fee required;
- (r) to deposit documents and physical assets with any company registered or having a place of business in England or Wales as Custodian, and to pay any reasonable fee required;
- (s) to insure the property of the Company (including, for the avoidance of doubt, any property not owned by the Company but under its control) against any foreseeable risk and to take out other insurance policies to protect the Company when required;
- (t) subject to Article 11.3, to employ, or otherwise contract for the services of, agents, staff or advisers (upon such terms and conditions as may be thought fit) and, subject to Article 11, to remunerate any person, firm or company rendering services to the Company and provide and contribute to pension and other death-in-service or other benefits for employees and former employees of the Company and their dependants;
- (u) to acquire and take over to such an extent as may be thought fit (and permitted by law) the assets, liabilities and undertakings of any person or body whatsoever;
- (v) to provide goods, services or other assistance or support by way of grants, scholarships, donations, loans or otherwise (whether or not for valuable consideration) and to make rules as to their value, methods of ascertainment and selection;
- (w) to act as trustee of trusts jointly with one or more other trustees or, where it may legally do so, as sole trustee;
- (x) to enter into any funding or other arrangement with any government or any other authority;
- (y) to guarantee the performance of the contracts or obligations of any person or organisation and to give any warranties, indemnities, guarantees or undertakings on account of any covenants, promises, pledges, assurances or trusts that might be undertaken by the Company or in connection with any agreement or arrangement whatsoever, whether or not the Company is a party to the same;
- (z) subject to the provisions of the Companies Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled to indemnify every Director or other

officer of the Company (other than any person engaged by the Company as auditor) to the extent permitted by the Companies Act and to pay for indemnity insurance for the Directors;

- (aa) to establish or acquire subsidiary companies (whether or not wholly owned by the Company);
- (bb) to amalgamate with any bodies that have objects similar to the Objects and that restrict the payment of any dividend or profit to, and the distribution of assets amongst, their members at least to the same extent as such payments are restricted under these Articles;
- (cc) to pay out of the funds of the Company the costs of and incidental to the formation and registration of the Company; and
- (dd) to do anything else within the law which promotes or helps to promote the Objects.

5. **The Directors**

- 5.1 The Directors have control of the Company and its property and funds and shall formulate the policy of the Company.
- 5.2 The Directors, with the advice and guidance of the Secretary (if any), shall be the sole authority for the interpretation of these Articles (as may be amended from time to time) and any decision of the Directors upon any question of interpretation of these Articles or upon any matter affecting the Company and not provided for in these Articles shall be final and binding on the Members.
- 5.3 The subscribers to the Memorandum (being the first Full Members) are also the first Directors. Subject to Article 5.4 (and to the Companies Act), subsequent Directors are elected by the Directors for such term as may be determined.
- 5.4 The Directors shall consist of at least two individuals. A Director must be a Full Member over the age of 18, supportive of the Objects and have signed a written declaration of willingness to act as a Director of the Company.
- 5.5 A Director's term of office as such automatically terminates if he/she:
 - (a) ceases to be a Full Member;
 - (b) is incapable, whether mentally or physically, of managing his/her own affairs;
 - (c) is absent without permission, whether given in advance or subsequently, from three consecutive meetings of the Directors;
 - (d) resigns by written notice to the Directors (but only if at least two Directors will remain in office); or
 - (e) is removed by the Full Members pursuant to the provisions of the Companies Act.

6. **Directors' proceedings**

- 6.1 The minimum number of meetings of the Directors to be held each year may be fixed by the Directors from time to time.
- 6.2 A quorum at a meeting of the Directors may be fixed by the Directors and unless so fixed shall be two Directors.
- 6.3 A Director may attend a meeting of the Directors either in person or by suitable Electronic Means agreed by the Directors in which all participants may communicate with all the other participants but at least one meeting in each year must be held in person.
- 6.4 The Chairperson or (if the Chairperson is unable or unwilling to do so) some other Director chosen by the Directors present presides at each meeting.

- 6.5 The Chairperson shall be elected from among the Directors for a term not exceeding three years and a retiring Chairperson may be re-elected by the Directors for a further term of office. There shall be no limit to the number of times a Chairperson may be re-elected.
- 6.6 Any issue may be determined by a simple majority of the votes cast at a meeting, but a resolution in writing agreed by all the Directors (other than any Conflicted Director who has not been authorised to vote) is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document.
- 6.7 Every Director has one vote on each issue but, in the case of an equality of votes, the Chairperson of the meeting has a second or casting vote.
- 6.8 A procedural defect of which the Directors are unaware at the time does not invalidate decisions taken at a Directors' meeting (including, but not limited to, a technical defect in relation to the appointment of a Director or the service of any notice).
7. **Directors' powers**
- 7.1 Subject to the provisions of these Articles and the Companies Act, the Directors may regulate their proceedings as they think fit.
- 7.2 A Director may call a meeting of the Directors.
- 7.3 The Directors have the following powers in the administration of the Company:
- (a) to delegate any of their functions to committees pursuant to Article 8;
 - (b) to make standing orders, rules and/or regulations consistent with the Articles and the Companies Act to govern proceedings at meetings, the administration of the Company and the use of its seal (if any); and
 - (c) to exercise any powers of the Company which are not reserved to the Members.
8. **Committees**
- 8.1 The Directors may establish a committee or committees comprising such persons as they shall think fit provided that each committee shall have no fewer than three members, one of whom shall be a Director. The Chairperson shall be an ex-officio member of any such committee.
- 8.2 The proceedings and powers of committees established by the Directors shall be governed by such rules as the Directors may from time to time prescribe.
- 8.3 All committees must report regularly to the Directors.
- 8.4 The Chief Executive shall be entitled at his or her request to be appointed to any committee of the Directors established from time to time.
9. **Advisory Council**
- 9.1 The Directors shall have the power from time to time to appoint such persons as they think fit to an Advisory Council and to regulate the conduct of such Advisory Council as they think fit (having the power to remove persons from the Advisory Council).
- 9.2 The Advisory Council will give advice and guidance to the Directors and to the Chief Executive (if any). For the avoidance of doubt, persons appointed to the Advisory Council shall not be Directors and shall exercise none of their powers.

10. **Secretary**

The Company may, but is not required to, have a Secretary. Any such Secretary will be appointed by the Directors for such term, at such remuneration and upon such conditions as the Directors may think fit and any Secretary so appointed may be removed by the Directors. A Secretary may be, but does not have to be, a Director.

11. **Benefits and conflicts**

11.1 It is the intention that the property and funds of the Company should be used only for promoting the Objects.

11.2 A Director (other than the Chief Executive who is to be paid for his services, as such, to the Company) must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:

- (a) as mentioned in Article 11.3;
- (b) reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in running the Company;
- (c) the benefit of indemnity insurance;
- (d) an indemnity in respect of any liabilities properly incurred in running the Company (including the costs of a successful defence to criminal proceedings and, for the avoidance of doubt, costs associated with any civil legal proceedings in which the Company participates or provides support); and
- (e) in exceptional cases, other payments or benefits (but only with the prior approval of the Full Members).

11.3 No Director or Connected Person may be employed by the Company except in accordance with Article 11.2, but any Director or Connected Person may enter into a written contract with the Company to supply goods or services in return for a payment or other material benefit, but only if:

- (a) the goods or services are actually required by the Company, and the Directors decide that it is in the best interests of the Company to enter into such a contract;
- (b) the nature and level of the consideration is no more than is reasonable in relation to the value of the goods or services and is set in accordance with the procedure in Article 11.4; and
- (c) fewer than half of the Directors are subject to such a contract in any financial year.

11.4 Subject to Article 11.5, any Director who becomes a Conflicted Director in relation to any matter must:

- (a) declare the nature and extent of his/her interest before discussion begins on the matter;
- (b) withdraw from the meeting for that item after providing any information requested by the Directors;
- (c) not be counted in the quorum for that part of the meeting; and
- (d) be absent during the vote and have no vote on the matter.

11.5 When any Director is a Conflicted Director, the Directors who are not Conflicted Directors, if they form a quorum without counting the Conflicted Director and are satisfied that it is in the best interests of the Company to do so, may by resolution passed in the absence of the Conflicted Director

authorise the Conflicted Director, notwithstanding any conflict of interest or duty which has arisen or may arise for the Conflicted Director, to:

- (a) continue to participate in discussions leading to the making of a decision and/or to vote;
- (b) disclose to a third party information confidential to the Company;
- (c) take any other action not otherwise authorised which does not involve the receipt by the Conflicted Director or a Connected Person of any payment or material benefit from the Company; or
- (d) refrain from taking any step required to remove the conflict.

12. **Records and accounts**

12.1 The Directors must comply with the requirements of the Companies Act as to keeping records, the audit or independent examination of accounts and the preparation and transmission to the Registrar of Companies of information required by law including:

- (a) annual returns;
- (b) annual reports; and
- (c) annual statements of account.

12.2 The Directors must also keep records of:

- (a) all proceedings at meetings of the Directors;
- (b) all resolutions in writing;
- (c) all reports of committees; and
- (d) all professional advice obtained.

12.3 Accounting records relating to the Company must be made available for inspection by any Director at any time during normal office hours.

12.4 A copy of the Company's constitution and latest available statement of account must be supplied on request to any Director.

13. **Membership**

13.1 The Company must maintain a register of Members.

13.2 Membership is not transferable.

13.3 The Membership shall comprise two classes:

- (a) Full Members (who shall each have one vote); and
- (b) Supporters (who shall not be members of the Company for the purposes of the Act).

13.4 The Directors may establish different classes of Members and recognise others classes of supporters who are not Members (but who may nevertheless be termed 'members') and set out their respective rights and obligations.

13.5 The subscribers to the Memorandum are the first Full Members.

13.6 The Company shall admit as a Full Member an individual who:

- (a) applies to the Company using the application process approved by the Directors having been proposed by a Director and such proposal must be seconded by another Director; and
 - (b) is approved by the Directors.
- 13.7 A letter shall be sent to each individual who is admitted as a Full Member confirming their Membership of the Company and the details of each such individual shall be entered into the register of members.
- 13.8 The Company shall admit as a Supporter an individual who:
 - (a) applies to the Company using the application process approved by the Directors; and
 - (b) is approved by the Directors.
- 13.9 A letter shall be sent to each individual who is admitted as a Supporter confirming their admission (but the details of such individual shall not be entered into the register of members).
- 13.10 All Supporters must pay to the Company an annual subscription fee of a sum to be decided by the Directors from time to time. A Supporter's Membership shall terminate if he or she fails to pay the annual subscription fee within 90 days of such fee being requested.
- 13.11 The Directors may in their absolute discretion decline to accept any application for Membership and need not give reasons for doing so.
- 13.12 The Directors may prescribe criteria for Membership of the Company but shall not be obliged to accept persons fulfilling those criteria as Members.
- 14. **Expulsion of a Member**
- 14.1 The Directors may terminate the Membership of any Member without his consent by giving the Member written notice if, in the reasonable opinion of the Directors, the Member:
 - (a) is guilty of conduct which has or is likely to have a serious adverse effect on the Company or bring the Company or any or all of the Members and Directors into disrepute; or
 - (b) has acted or has threatened to act in a manner which is contrary to the interests of the Company as a whole; or
 - (c) has failed to observe the terms of these Articles.

Following such termination, the Member shall (if a Full Member) be removed from the register of members.
- 14.2 A Member whose Membership is terminated under this Article shall not be entitled to a refund of any subscription fee.
- 15. **General meetings**
- 15.1 Full Members are entitled to attend general meetings in person or by proxy (but only if the appointment of a proxy is in writing and notified to the Company before the commencement of the meeting).
- 15.2 The Chief Executive shall be entitled to attend general meetings in person but, if not a Full Member, shall not have a right to vote on any matter.
- 15.3 Subject to Article 15.13, general meetings are called on at least 14 and not more than 28 clear days' written notice indicating the business to be discussed and (if a special resolution is to be proposed) setting out the terms of the proposed special resolution.

- 15.4 A general meeting may be called by shorter notice if it is so agreed by a majority in number of Full Members having a right to attend and vote, being a majority together holding not less than 90% of the total voting rights at the meetings of all the Full Members.
- 15.5 There is a quorum at a general meeting if the number of Full Members present in person or by proxy is at least two.
- 15.6 The Chairperson shall chair general meetings. In the absence of the Chairperson or in the event of his or her unwillingness to act as chair, the Full Members shall appoint one of their number to chair the general meeting.
- 15.7 Except where otherwise provided by the Articles or the Companies Act, every issue before a general meeting is decided by ordinary resolution.
- 15.8 Every Full Member present in person or by proxy has one vote on each issue.
- 15.9 Except where otherwise provided by the Articles or the Companies Act, a written resolution (whether an ordinary or a special resolution) is as valid as an equivalent resolution passed at a general meeting. For this purpose the written resolution may be set out in more than one document.
- 15.10 The Company may (but need not) hold an AGM in any year.
- 15.11 Full Members must annually:
- (a) receive the accounts of the Company for the previous financial year;
 - (b) receive a written report on the Company's activities;
 - (c) be informed of the retirement of those Directors who wish to retire; and
 - (d) appoint reporting accountants or auditors for the Company.
- 15.12 Full Members may also from time to time:
- (a) confer on any individual (with his/her consent) any honorary title in respect of the Company; and
 - (b) discuss and determine any issues of policy or deal with any other business put before them by the Directors.
- 15.13 A general meeting may be called by the Directors at any time and must be called within 21 clear days of a written request from one or more Directors, at least 10% of the Full Members or (where no general meeting has been held within the last year) at least 5% of the Full Members; to be held on a date not more than 28 clear days after the date of the notice convening the meeting.
- 15.14 A technical defect in the appointment of a Full Member of which the Full Members are unaware at the time does not invalidate a decision taken at a general meeting or a written resolution.

16. **Supporters**

- 16.1 Supporters must receive annually a written report on the Company's activities.
- 16.2 All the Supporters shall be invited to and entitled to attend a meeting annually with the Chief Executive (if a Chief Executive is then serving).

17. **Limited liability**

The liability of Members is limited.

18. **Guarantee**

Every Full Member promises, if the Company is dissolved while he or she remains a Full Member or within one year after he or she ceases to be a Full Member, to pay up to £1 towards:

- 18.1 payment of those debts and liabilities of the Company incurred before he or she ceased to be a Full Member;
- 18.2 payment of the costs, charges and expenses of winding up; and
- 18.3 the adjustment of rights of contributors among themselves.

19. **Communications**

- 19.1 Notices and other documents to be served on Members or Directors under the Articles or the Companies Act may be served:
 - (a) by hand;
 - (b) by post;
 - (c) by fax; or
 - (d) by suitable Electronic Means.
- 19.2 The only address at which a Member is entitled to receive notices sent by post is an address in the United Kingdom shown in the register of Members.
- 19.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - (a) 24 hours after being sent by Electronic Means or delivered by hand to the relevant address;
 - (b) two clear days after being sent by first class post to that address;
 - (c) three clear days after being sent by second class or overseas post to that address;
 - (d) immediately on being handed to the recipient personally; or, if earlier,
 - (e) as soon as the recipient acknowledges actual receipt.

20. **Dissolution**

This clause applies on the winding up or dissolution of the Company. If there is any property of the Company remaining after all the Company's debts and liabilities have been paid or satisfied, it must not be paid or transferred to any or all of the Members of the Company. Instead it must be paid or transferred to one or more companies, organisations or institutions that exist for purposes similar to the Objects, each of which has restrictions in its constitution or governing instrument on the distribution of profits and surpluses that are as least as restrictive as those in these Articles. The companies, organisations or institutions will be nominated by the Directors and approved by the Members at or before the winding up or dissolution. If the Directors are unable to identify any similar companies, organisations or institutions then they may pay or transfer the surplus to any charity or charities.

21. **Interpretation**

- 21.1 The Articles are to be interpreted without reference to the model articles for a private company limited by guarantee set out in Schedule 2 to the Companies (Model Articles) Regulations 2008, which do not apply to the Company.

21.2 In the Articles, unless the context indicates another meaning:

| | |
|------------------------------|---|
| 'Advisory Council' | any body established in accordance with Article 9; |
| 'AGM' | an annual general meeting of the Company; |
| 'Articles' | the Company's articles of association and 'Article' refers to a particular article; |
| 'Chairperson' | the chair of the Directors; |
| 'Chief Executive' | an individual appointed to that role by the Company to manage its business under the supervision of the Directors |
| 'clear day' | does not include the day on which notice is given or the day of the meeting or other event; |
| 'the Companies Act' | the Companies Act 2006; |
| 'Company' | the company governed by these Articles; |
| 'Conflicted Director' | a Director in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Director or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Company, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Company; |
| 'connected' | as defined in sections 252 and 254 of the Companies Act; |
| 'Connected Person' | in relation to a Director, a person with whom the Director shares a common interest such that he/she may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Director's family or household or a person or body who is a business associate of the Director or other person with whom the Director is connected, and (for the avoidance of doubt) does not include a company with which the Director's only connection is an interest consisting of no more than 1% of the voting rights; |
| 'constitution' | the Memorandum and the Articles and any special resolutions relating to them; |
| 'Custodian' | a person or body who undertakes safe custody of assets or documents or records relating to them; |
| 'Director' | a director of the Company and 'Directors' means the directors; |
| 'Electronic Means' | refers to communications addressed to specified individuals by telephone, fax or email or, in relation to meetings, by telephone conference call or video conference; |
| 'Financial Expert' | an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000; |
| 'financial year' | the Company's financial year; |

| | |
|--|---|
| 'firm' | includes a limited liability partnership; |
| 'Full Member' | an individual who has been admitted as, and continues to be, a Member and who has been noted by the Company to be a Full Member; |
| 'general meeting' | a meeting of the Members; |
| 'indemnity insurance' | insurance against personal liability incurred by any Director or other officer (other than any person engaged by the Company as auditor) for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the act or omission amounts to a criminal offence or the Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty; |
| 'material benefit' | a benefit, direct or indirect, which may not be financial but has a monetary value; |
| 'Member' and 'Membership' | refer to company membership of the Company; |
| 'Memorandum' | the Company's Memorandum of Association; |
| 'nominee company' | a corporate body registered or having an established place of business in England and Wales which holds title to property for another; |
| 'Objects' | the objects of the Company as set out in Article 3; |
| 'ordinary resolution' | a resolution agreed by a simple majority of the Members present and voting at a general meeting or in the case of a written resolution by Members who together hold a simple majority of the voting power; |
| 'Secretary' | a company secretary; |
| 'special resolution' | a resolution of which at least 14 days' notice has been given agreed by a 75% majority of the Full Members present and voting at a general meeting or in the case of a written resolution by Full Members who together hold 75% of the voting power; |
| 'Supporter' | an individual who has been admitted as, and continues to be, a Member and who has been noted by the Company to be a Supporter; |
| 'written' or 'in writing' | refers to a legible document on paper or a document sent by Electronic Means which is capable of being printed out on paper; |
| 'written resolution' | refers to an ordinary or a special resolution which is in writing; and |
| 'year' | calendar year. |

21.3 In these Articles, unless the context indicates another meaning:

- (a) expressions not otherwise defined which are defined in the Companies Act have the same meaning;
- (b) references to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it;
- (c) use of the singular includes the plural and vice versa; and

(d) use of any gender includes the other genders.

21.4 In these Articles, the term 'English Uplands' comprises the following areas:

- (a) The Cheviot Hills;
- (b) The North Pennines;
- (c) The Yorkshire Dales;
- (d) The South Pennines;
- (e) The Peak District;
- (f) The Forest of Bowland;
- (g) The Lake District;
- (h) The North York Moors; and
- (i) The Shropshire Hills.

THE COMPANIES ACT 2006

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

**MEMORANDUM OF ASSOCIATION
OF
MOORLAND COMMUNITIES TRADITION LIMITED**

Each subscriber to this Memorandum of Association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company.

| Name of each subscriber | Authentication by each subscriber |
|--------------------------------|--|
| William van Cutsem | |
| Sebastian Green | |

Dated: 25 July 2019