

THE COMPANIES ACT 1985 to 2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

NEW MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

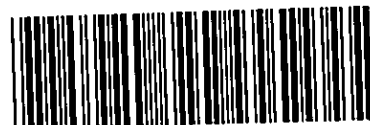
GROUNDWORK SOUTH WEST

Registration Number: 02632905

Adopted by Special Resolution at an EGM of the Company on 17 April 2009

Bates, Wells & Braithwaite
2-6 Cannon Street
London EC4M 6YH
Ref: STL/MG/JM/0805.1 (19.04.2001)

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The Companies Acts 1985-2006

COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

GROUNDWORK SOUTH WEST

1. The name of the Company (hereinafter called "the Company") is Groundwork South West.
2. The registered office of the Company will be situated in England.
3. Objects
 - 3.1. to promote the conservation, protection and improvement of the physical and natural environment in the South West of England including the Isles of Scilly (the Area).
 - 3.2. to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for those living in or working in or resorting to the Area.
 - 3.3. to advance public education in environmental matters and of the ways of better conserving, protecting and improving the same wheresoever.
 - 3.4. to promote for the public benefit, urban or rural regeneration in areas of social and economic deprivation within the Area by all or any of the following means:
 - 3.4.1. the relief of poverty in such ways as may be thought fit;
 - 3.4.2. the relief of unemployment in such ways as may be thought fit including assistance to find employment;
 - 3.4.3. the advancement of education, training or re-training particularly amongst unemployed people and providing unemployed people with work experience;
 - 3.4.4. the provision of financial assistance, technical assistance, business advice or consultancy in order to provide training and employment opportunities for unemployed people in cases of financial or other charitable need through help:
 - (i) in setting up their own businesses; or
 - (ii) to existing businesses;

- 3.4.5. the creation of training and employment opportunities by the provision of work space, buildings and/or land for use on favourable terms;
 - 3.4.6. the provision of housing for those who are in conditions of need and the improvement of housing in the public sector or in charitable ownership provided that such power shall not extend to relieving any local authorities or other bodies of a statutory duty to provide or improve housing;
 - 3.4.7. the maintenance, improvement or provision of public amenities;
 - 3.4.8. the preservation of buildings or sites of historic or architectural importance;
 - 3.4.9. the provision or assistance in the provision of recreational facilities for the public at large and/or those who by reason of their youth, age, infirmity or disablement, poverty or social and economic circumstances, have need of such facilities;
 - 3.4.10. the protection or conservation of the environment, and the promotion and maintenance of sustainable community based projects;
 - 3.4.11. the provision of public health facilities and childcare;
 - 3.4.12. the promotion of public safety and prevention of crime;
 - 3.4.13. such other means as may from time to time be determined subject to the prior written consent of the Charity Commissioners for England and Wales.
- 3.5. to promote sustainable development for the benefit of the public within the Area by:
- (a) the preservation, conservation and the protection of the environment and the prudent use of resources;
 - (b) the relief of poverty and the improvement of the conditions of life in socially and disadvantaged communities;
 - (c) the promotion of sustainable means of achieving economic growth and regeneration.
- 3.6. To advance the education of the public in subjects relating to sustainable development and the protection, enhancement and rehabilitation of the environment and to promote study and research in such subjects provided that the useful results of such study are disseminated to the public at large.

Sustainable development in this Article and in Article 3.5 above means "development which meets the needs of the present without compromising the ability of future generations to meet their own needs."

- 3.7. to promote the efficiency and effectiveness of charities in the direct furtherance of their objects (or any one of them) by the provision of information, advice and assistance in the establishment, administration and management of such charities anywhere in the Area including assistance of all types in connection with the raising and distribution of funds.
- 3.8. to promote the efficiency and effectiveness of the voluntary sector for the benefit of the public by the provision of information support and advice to local community based groups to conserve protect and improve the physical and natural environment anywhere in the Area.

4. Powers

To promote its objects but not for any other purpose the Company may:

- 4.1. educate the public regarding the use and abuse of the environment and promote awareness regarding the conservation and improvement of the physical and natural environment;
- 4.2. procure, promote and effect the achievement of the objects (or any of them) by bringing together all human and material resources of whatsoever kind and giving such advice and practical assistance as shall be considered appropriate for that purpose;
- 4.3. co-operate and form partnerships with other organisations in the public, private and voluntary sectors and exchange information and advice with them;
- 4.4. promote, initiate, develop and carry out education and training and arrange and provide or assist in arranging and providing exhibitions, lectures, courses, meetings, seminars, broadcasts, displays or classes;
- 4.5. write, make, commission, print, publish or distribute written materials, or other materials recorded in or on any format, or assist in these activities;
- 4.6. promote, encourage, carry out or commission research, surveys, studies or other work, publishing the useful results;
- 4.7. provide or procure consultancy or advisory services;
- 4.8. make any reasonable charges for services provided by the Company;
- 4.9. employ, and pay employees, consultants and professional or other advisors on such terms as may be thought fit;

- 4.10. raise funds and receive and accept contributions by way of donations and grants and otherwise and accept and receive gifts or property of any description whether subject to any special trust or not Provided that the Company shall not undertake any permanent trading activities (save in furtherance of its main objects) in raising funds for its charitable objects;
- 4.11. purchase, lease, hire, receive in exchange or as a gift any interest whatever in real or personal property and equip it for use;
- 4.12. maintain, construct, alter, pull down and convert such buildings as may be necessary or convenient for the work of the Company;
- 4.13. subject to any consent required by law borrow and raise money, including for the purpose of investment or raising funds, on such terms and security as the Company may think suitable;
- 4.14. establish and support or aid in the establishment and support, of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 4.15. 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 Company's objects);
- 4.16. amalgamate 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 Company;
- 4.17. subject to any consent required by law sell, manage, lease, mortgage, exchange dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees may think suitable;
- 4.18. undertake and execute any charitable trusts;
- 4.19. invest the Company's money not immediately required for its objects in or upon any investments, securities, or property;
- 4.20. delegate the management of investments to a financial expert or experts provided that:
 - 4.20.1. the investment policy is set down in writing for the financial expert by the Trustees;
 - 4.20.2. every transaction is reported promptly to the Trustees;
 - 4.20.3. the performance of the investments is reviewed regularly by the Trustees;
 - 4.20.4. the Trustees are entitled to cancel the delegation arrangement at any time;
 - 4.20.5. the investment policy and the delegation arrangements are reviewed at least once a year;

- 4.20.6. all payments due to the financial expert are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and
- 4.20.7. the financial expert may not do anything outside the powers of the Trustees;
- 4.21. arrange for investments or other property of the Company to be held in the name of a nominee (being a corporate body registered or having an established place of business in England and Wales) under the control of the Trustees or of a financial expert acting under their instructions and pay any reasonable fee required;"
- 4.22. carry out trade insofar as either the trade is exercised in the course of the carrying out any of the Company's objects or the trade is temporary and ancillary to carrying out any of its objects and to incorporate any wholly owned company to carry on any such trade;
- 4.23. make all reasonable and necessary provision for the payment of pensions and superannuation on behalf of employees and their spouses and dependants;
- 4.24. open and operate banking accounts and other facilities for banking and draw, accept, endorse, negotiate, discount, issue or execute promissory notes, bills of exchange and other negotiable instruments;
- 4.25. lend money and give credit to, take security for such loans or credit, guarantee and become or give security for the performance of contracts by any person or company;
- 4.26. purchase or acquire or undertake all or any of the property, assets liabilities and engagements of any charitable institutions whether corporate or unincorporate with objects similar to the Company's objects;
 - 4.26.1. pay out of the funds of the Company the cost of any premium in respect of any indemnity insurance to cover the liability of the Trustees (or any of them) 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; including without limitation any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986 (wrongful trading). Provided that any such insurance shall not extend to the provision of any indemnity for a person in respect of:
 - 4.26.1.1. any act or omission which he or she knew to be a breach of trust or breach of duty or which was committed by him or her in reckless disregard of whether it was a breach of trust or breach of duty or not,;
 - 4.26.1.2. any liability incurred by him or her in defending any criminal proceedings in which he or she is convicted of an offence

arising out of any fraud or dishonesty, or wilful or reckless misconduct by him or her; or

- 4.26.1.3. any liability to make a contribution to the Company's assets as specified in section 214 of the Insolvency Act 1986, 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 Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation;
 - 4.27. insure the property of the Company against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Company
 - 4.28. to pay out of the funds of the Company the costs of forming and registering the Company;
 - 4.29. do all such other lawful things as shall further the Company's objects.
5. The income and property of the Company shall be applied solely towards the promotion of its objects set out in this Memorandum.
- 5.1. Except as provided below no part shall be paid or transferred directly or by way of benefit indirectly to Members of the Company which are not charities and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company. This shall not prevent any payment in good faith by the Company of:
 - 5.1.1. any payments made to any Member, Trustee or Connected Person in their capacity as a beneficiary of the Company;
 - 5.1.2. reasonable and proper remuneration to any person (not being a Trustee) for any goods or services supplied to the Company including services performed under a contract of employment with the Company provided that;
 - (a) if such person is a Connected Person the procedure described in Article 39 of the Articles (Conflicts of Interest) must be followed by the relevant Trustee in relation to any decisions regarding such Connected Person; and
 - (b) this provision together with clause 5.1.2 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee);

- 5.1.3. interest on money lent to the Company by any Member or Trustee or Connected Person at a reasonable and proper rate per annum;
- 5.1.4. reasonable and proper rent for premises let to the Company;
- 5.1.5. reasonable out of pocket expenses of the Trustees;
- 5.1.6. reasonable and proper premiums in respect of indemnity insurance effected in accordance with clause 4.26.1.
- 5.1.7. reasonable remuneration to any Trustee for any goods or services supplied to the Company on the instructions of the Trustees(excluding the service of acting as Trustee and services performed under a contract of employment with the Company) provided that:
 - (a) the procedure described in Article 39.1 of the Articles (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; and
 - (b) this provision together with clause 5.1.2 of this Memorandum may not apply to more than half of the Trustees in any financial year (and for these purposes such provisions shall be treated as applying to a Trustee if they apply to a person who is a Connected Person in relation to that Trustee).
- 5.1.8. any payments made to any Trustee or officer under the indemnity provisions set out at Article 4.26;

5.2. The restrictions on benefits and remuneration conferred on Members of the Company and on the Trustees by clause 5.1 of this Memorandum and the exceptions to such restrictions in clauses 5.1.1 to 5.1.8 inclusive of this Memorandum shall apply equally to benefits and remuneration conferred on Members of the Company and on the Trustees by any Subsidiary Company, and for this purpose references to the Company in clauses 5.1.2 and 5.1.7 shall be treated as references to the Subsidiary Company and references to a Trustee in clause 5.1.7 shall be treated as references to a director of the Subsidiary Company.

5.3. From 1st October 2008, for any transaction authorised by clause 5.1 the Trustee's duty (arising under the Companies Act 2006) to avoid a conflict of interest with the Company shall be disapplied provided the relevant provisions of clause 5.1 have been complied with.

6. The liability of the Members is limited.
7. Every Member of the Company undertakes to contribute such amount as may be required, not exceeding £1, to the Company assets if it should be wound up while they are a Member or within one year after they cease to be a Member:
 - 7.1. for the payment of the Company's debts and liabilities contracted before he or she ceased to be a Member;
 - 7.2. for the costs, charges and expenses of winding up; and
 - 7.3. for the adjustment among themselves of the rights of persons who have contributed to the Company's assets.
8. If any property remains after the Company has been wound up or dissolved and all debts and liabilities have been satisfied, it shall be paid to the Federation of Groundwork Trusts for use within the Area of the Company, or transferred to some other charitable institution or institutions having similar objects to those of the Company and which prohibits the distribution of its or their income and property among its or their members to an extent at least as great as Clause 5 of this Memorandum imposes upon the Company. The institution or institutions which are to benefit shall be chosen by the Members of the Company at or before the time of winding up or dissolution.

The Companies Acts 1985-2006
COMPANY LIMITED BY GUARANTEE AND
NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

GROUNDWORK SOUTH WEST
Adopted by Special Resolution on **[DATE]**

1. Interpretation

In these Articles and the Memorandum of Association the following terms shall have the following meanings:

Terms	Meanings
Act	the Companies Acts 1985 to 2006 including any statutory modification or re-enactment for the time being in force
Area	The South West of England, including the Isles of Scilly.
Articles	the Articles of Association of the Company
Board	the Board of Trustees for the time being of the Company
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
The Company	Groundwork South West
Connected Person	any person falling within one of the following categories and where payment to that person might result in the Trustee obtaining benefit: (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 other person in a relationship with a Trustee which may reasonably be regarded as equivalent to

	such a relationship; or (d) any company or LLP or firm of which a Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital
Co-opted Trustee	a Trustee co-opted onto the Board in accordance with Article 32
The Federation of Groundwork Trusts	the company no. 1900511 or any organisation which succeeds to the function of The Federation of Groundwork Trusts
The Federation	The Federation of Groundwork Trusts
financial expert	An individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000
Members	individuals or organisations accepted as Members of the Company in accordance with the Articles
Nominated Trustee	a Trustee elected to the Board in accordance with Article 31
Office	the registered office of the Company
patron or patrons	any one or more individuals appointed by the Board in accordance with Article 5
Regional Partner	regional organisations granted nomination rights to the Board by the Board in accordance with Article 31.4
South West	the South West of England including the Isles of Scilly
Sub-regional area	an area of the South West as designated by the Board
Sub-regional Committee	committees of the Board with an area of responsibility designated by the Board to cover a Sub-regional area established in accordance with Article 46
Trustee or Trustees	Directors as defined in the Act

MEMBERSHIP OF THE COMPANY

2. The subscribers to the Memorandum and such other persons as are admitted to membership by the Company in accordance with the Articles shall be members of the Company. The names of the members of the Company shall be entered in the register of members"
3. The Company shall admit to membership such organisations whether incorporated or unincorporated as it shall think fit and may from time to time by resolution prescribe (and vary) criteria for membership. The Company need not give reasons for declining to accept any organisation as a Member.
 - 3.1. The Board may establish different classes of membership (including classes of member who shall not be Members for the purposes of the Act) and prescribe their respective privileges and duties and set the amounts of any subscriptions.
4. All Members shall sign a written consent to become a Member or sign the register of Members on becoming a Member.
5. The Board may in its discretion appoint and remove any one or more individuals to be patrons of the Company and on such terms as the Board shall think fit. A patron shall have the right to attend and speak (but not vote) at any general meeting of the Company and to be given notice thereof as if a Member and shall also have the right to receive accounts of the Company when available to Members.
6. Membership shall not be transferable. A Member shall cease to be a Member:
 - 6.1. if by notice in writing to the Secretary the Member resigns. The Member is deemed to have resigned when the letter of resignation is received at the Office;
 - 6.2. if, at a meeting of the Board at which not less than half of the Trustees are present, a resolution is passed resolving that the Member be expelled. Such a resolution shall not be passed unless the Member has been given at least fourteen clear days' notice in writing that the resolution is to be proposed specifying the circumstances alleged to justify the expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Board;
 - 6.3. if any subscription or other sum payable by the Member to the Company is not paid on the due date and remains unpaid seven days after notice served on the Member by the Board informing the Member that it will be removed from Membership if it is not paid. The Trustees may re-admit to Membership of the Company any person or organisation removed on this ground on payment by the Member of such sum in respect of the sum due as the Trustees may determine;

6.4. if it becomes bankrupt or makes any arrangement or composition with its creditors generally or goes into liquidation otherwise than for the purpose of a solvent reconstruction or amalgamation or has an administrator or a receiver or an administrative receiver (but not an administrative receiver appointed under Section 18 of the Charities Act 1993) appointed over all or any part of its assets or an order is made or a resolution passed for its winding up.

GENERAL MEETINGS

7. Annual General Meeting

The Company shall hold an annual general meeting within 18 months of incorporation. Not more than 15 months shall pass between the date of one annual general meeting and the next. It shall be held at such time and place as the Trustees shall think suitable.

8. Other General Meetings

The Trustees may call a general meeting at any time. The Trustees shall call a general meeting on receiving a requisition to that effect, signed by at least 10% of the Members having the right to attend and vote at general meetings. In default, the requisitionists may call a general meeting in accordance with the Act.

9. Length of Notice

Unless Article 10 applies general meeting shall be called by at least 14 clear days' written notice.

10. A general meeting may be called by shorter notice if it is so agreed:-

- 10.1. in the case of an annual general meeting, by all the Members entitled to attend and vote at that meeting; and
- 10.2. in the case of any other general meeting, by a majority of the members having a right to attend and vote at that meeting. Any such majority shall together represent at least 95% of the total voting rights at that meeting of all the Members.

11. Contents of Notice

Every notice calling a general meeting shall specify the place, day and time of the meeting and the general nature of the business to be transacted. In the case of an annual general meeting, the notice shall in addition specify the meeting as such. If a special resolution is to be proposed, the notice shall contain a statement to that effect.

12. Service of Notice

Notice of general meetings shall be given to every Member and to the Trustees and any patron and to the auditors of the Company.

PROCEEDINGS AT GENERAL MEETINGS

13. Quorum

No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Except when there is only one Member, when the quorum will be one, two persons entitled to vote upon the business to be transacted each being a Member or a representative of a Member authorised in accordance with Article 24 or one third of the Membership, whichever is the greater, shall be a quorum. If within fifteen minutes from the time appointed for the meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Board may determine and if at the adjourned meeting a quorum is not present within fifteen minutes from the time appointed for the meeting the Members present shall be a quorum.

14. Chair

The Chair, if any, of the Board shall preside at every general meeting of the Company or if he or she shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unable to act and no other Trustee willing and able to act is present the Members present shall elect one of their number to be the chair of the meeting.

15. A Trustee, notwithstanding that he or she is not a Member, shall be entitled to attend and speak at any general meeting (but not vote).

16. Adjournment

The Chair may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. It shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting except where the meeting has been adjourned for thirty days or more when notice of the adjourned meeting shall be given as in the case of an original meeting.

17. Resolutions

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

- (I) by the Chair; or
- (II) by at least two Members having the right to vote at a meeting; or
- (III) by a Member or Members representing not less than one tenth of the total voting rights of all the Members having the right to vote at the meeting;

and a demand by an authorised representative of a Member shall be the same as a demand by the Member.

18. Unless a poll is duly demanded a declaration by the Chair that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing 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 such resolution.
19. The demand for a poll may, before the poll is taken be withdrawn but only with the consent of the Chair and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands before the demand was made.
20. If a poll is duly demanded it shall be taken in such manner as the Chair directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.
21. A poll demanded on the election of a Chair, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chair of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
22. Subject to the provisions of the Act a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations or unincorporated associations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a meeting of the Company duly convened and held.

VOTES OF MEMBERS

23. On a show of hands every Member present either in person or by its authorised representative shall have one vote. On a poll every Member present either in person or by its authorised representative shall have one vote.

24. Incorporated and unincorporated Members

Any incorporated body which is a Member or a person who is a Member as nominee for an organisation which is an unincorporated body may, by authorisation in writing of the Directors, Trustees, Council or other governing body of the relevant organisation, authorise such individual as they think fit to act as its representative at any meeting of the Company and the individual so authorised shall be entitled to exercise as if he or she were an individual Member of the Company all rights of Membership. An instrument appointing such a person shall be in the following form or a form as near thereto as circumstances admit, or in any other form approved by the Board and shall be deposited at the Office not less than 24 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable:

Groundwork South West

I/Webeing a member of the above named
Company hereby

appoint.....(name).....or failing him/her

appoint.....(name).....to vote on our behalf at the

(annual general meeting/general meeting) of the Company to be held

on theday of.....20__ and at any
adjournment thereof.

Signed.....(name)
on behalf of [name of incorporated member/unincorporated body]

.....this.....day of.....20__.

25. Informality

The proceedings of any Company meeting shall not be invalidated by reason of any accidental informality or irregularity in the convening or otherwise of such meeting or any want of qualification in any of the persons present or voting at the meeting.

26. Restriction on Voting

No person shall vote on any matter in which they are personally interested, pecuniary or otherwise, or debate on such matter without the permission of the majority of the Members present in person or by their authorised representative such permission to be given or withheld without discussion.

27. No Member shall be entitled to vote at any general meeting unless all monies presently payable by them to the Company have been paid.

28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chair whose decision shall be conclusive.

29. A vote given or poll demanded by the representative of a Member authorised under Article 24 shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office before the commencement of the

meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

THE BOARD

30. Trustees

The Board shall comprise a minimum of two and not more than 20 Trustees of whom not more than 15 shall be Nominated Trustees and not more than 5 Co-opted Trustees.

31. Nominated Trustees

31.1. The Members in each Sub regional area shall collectively nominate one of the members of the Sub-regional committee appointed in accordance with Article 47.1.1 as a Trustee.

31.2. In addition to Article 31.1, the local authority Members in each Sub regional area (appointed in accordance with Article 47.1.1) shall collectively nominate one of the members of the Sub-regional committee, other than any individual nominated under Article 31.1, as a Trustee.

31.3. The Federation of Groundwork Trusts may nominate two Trustees.

31.4. Regional Partners as agreed by the Board (who may or may not be Members of the Company) will be entitled to collectively nominate up to two Trustees.

31.5. The Members with the right to nominate a Trustee in accordance with the preceding Articles 31.1, 31.2, 31.3 and 31.4 shall have the power at any time to withdraw a nomination and make a replacing nomination and all such nominations and withdrawals of nominations shall be in writing to the Office signed by someone authorised for the purpose.

31.6. Any Member or group of Members having a right of nomination to the Board shall consult with the Board before making any such nomination and shall, when making a nomination, select an individual who would be most likely to further the purposes of the Company and no nomination shall be valid until the Board has been so consulted.

31.7. In the event of removal of any Nominated Trustee by the Company in general meeting after notice given in pursuance of Section 303 of the Act the institutions which nominated the removed Trustee shall have a right of renomination provided that the person so removed shall not be renominated without the consent of the Board.

32. Co-opted Trustees

- 32.1. For the purposes of making the co-options permitted by Article 32 the Board shall seek so far as possible a representative and balanced co-option reflecting the main interest groups of all kinds in the Area and giving representation where appropriate to individuals with special interests in the objects of the Company.
- 32.2. The Board shall have the power of appointing and removing any Co-opted Trustee.
- 32.3. Subject as follows, the Board may co-opt persons to be Co-opted Trustees for periods up to three years. A Co-opted Trustee will serve until the end of the first annual general meeting after his or her appointment and will only remain in office thereafter if at least half the Members entitled to attend pass a resolution approving their appointment.

33. Length of Service of Trustees

- 33.1. Subject to Article 34.4, nominations or co-options of Trustees shall be for a fixed or indeterminate period provided however that no such fixed period shall exceed three years and any indeterminate appointment shall automatically lapse at the end of three years but so that the Nominated or Co-opted Trustee concerned shall be eligible for re-nomination or co-option.
- 33.2. A Trustee who has served six consecutive years in office shall not offer himself/herself for re nomination or co-option unless the Board has resolved to permit such Trustee to stand for election for a further term of office. The Board may so resolve, in exceptional circumstances, in order to seek to provide continuity or to retain specialist skills.

34. Disqualification and Removal of Trustees

In addition to the foregoing, the office of a Trustee shall be vacated if:

- 34.1. he or she ceases to be a Trustee by virtue of any provision of the Act or he or she becomes prohibited by law from being a Trustee;
- 34.2. he or she becomes bankrupt or makes any arrangement or composition with his creditors generally;
- 34.3. he or she is, or may be, suffering from mental disorder and either:-
 - 34.3.1. he or she is admitted into hospital in pursuance of an application for treatment under the Mental Health Act 1983 or, in Scotland, under the Mental Health Act (Scotland) 1960; or
 - 34.3.2. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental

disorder for his or her detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his or her property or affairs;

34.4. he or she resigns his or her office by notice to the Board; or

34.5. in the case of a Nominated Trustee, he or she is removed by the Member that made the nomination.

34.6. in the case of a Co-opted Trustee, he or she is removed by the Board.

35. Vacancies

The Board may act for all purposes notwithstanding any vacancies in its number but if, and so long as the number of Trustees is less than the number fixed as a quorum, the Trustees may act for the purpose of increasing the number of Trustees to that number or of summoning a general meeting of the Company but for no other purpose.

PROCEEDINGS OF THE BOARD

36. Meetings

36.1. Subject to the provisions of the Articles, the Trustees may regulate their proceedings as they think fit. Notice of every meeting of the Board stating the general particulars of all business to be considered at such meeting shall be sent by post, email or fax to each Trustee at least seven days (excluding Saturdays, Sundays and Bank holidays) before such meeting unless urgent circumstances require shorter notice but the proceedings of any meeting shall not be invalidated by any irregularity in respect of such notice or by reason of any business being considered which is not comprised in such general particulars.

36.2. ENTRUST Clause

36.2.1. Additionally, when the business of the Board concerns the use of funding through the Landfill Tax Credit Scheme, Trustees who have associations with local authorities shall comprise less than one-third of those present, or as otherwise directed from time to time by the regulators of the scheme.

37. Summoning of Meetings

The Chairman or any two Trustees may at any time, by notice in writing, request the Secretary to summon a meeting of the Board.

38. Quorum

The quorum necessary for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be not less than one third of the Trustees on the Board.

39. Conflicts of Interest

39.1. Whenever a Trustee has an interest in a matter (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) and that interest is reasonably likely to give rise to a conflict of interest, he or she must:

39.1.1. declare an interest before discussion begins on the matter;

39.1.2. main only for such part of the meeting as is in the view of the Trustees necessary to inform the debate;

39.1.3. not be counted in the quorum for that part of the meeting; and withdraw during the vote and have no vote on the matter.

39.2. Article 39.1 shall apply to any matter to be discussed at a Trustees' meeting [or in relation to which a decision is proposed to be made in accordance with Article 39.1.

39.3. If any question arises whether a Trustees' interest can reasonably be regarded as likely to give rise to a conflict of interest, the question shall be decided by a majority decision of the unconflicted Trustees.

39.4. Where a Trustee is in a position of conflict, he or she will not be in breach of his or her duties to the Company if he or she withholds confidential information from the Company.

Trustees' power to authorise a conflict of interest

39.5. This Article 39.5 shall only apply on and from 1st October 2008. The Trustees may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

39.5.1. any matter which would otherwise result in a Trustee infringing his or her duty to avoid a situation in which s/he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties);

39.5.2. the manner in which a conflict of interest arising out of any Trustee's office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

39.5.3. provided that for this purpose the Trustee in question and any other interested Trustee are not counted in the quorum at any

board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

39.6. If a matter, or office, employment or position, has been authorised by the Trustees in accordance with Article 39.5 then:

39.6.1. the Trustee shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to Company if to make such a disclosure would result in a breach of a duty or obligation of confidence owed by him or her in relation to or in connection with that matter, or that office, employment or position; and

39.6.2. the Trustee may absent him 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.

39.7. A Trustee shall not, by reason of his or her office, be accountable to the Company for any benefit which s/he derives from any matter, or from any office, employment or position, which has been approved by the Trustees pursuant to Article 39.5 (subject in any such case to any limits or conditions to which such approval was subject).

39.8. Articles 39.5 to 39.7 operate without prejudice to the operation of Article 39.1.

Register of Trustees interests

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

40. Voting

All questions shall be decided by the votes of the majority of the Trustees present and voting thereon at a meeting of the Board and on the request by any Trustee the Chairman shall direct that a question shall be decided by poll.

41. Written Resolutions

A resolution in writing signed by all the Trustees entitled to receive notice of a meeting of the Board or of a committee of Trustees shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of Trustees duly convened and held and may consist of several documents in the like form each signed by one or more Trustees. The date of a written resolution of the Board shall be the date on which the last Trustee signs.

42. A meeting of the Trustees may be held either in person or by suitable electronic means agreed between the Trustees in which all participants may communicate simultaneously with all other participants.
43. The Trustees may take a unanimous decision without a Trustees' meeting 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.
44. A decision which is made in accordance with Article 43 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:
- 44.1. approval from each Trustee must be received by one person being either such person as all the Trustees shall 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;
 - 44.2. following receipt of a response from all of the Trustees, the Recipient shall communicate to all of the Trustees by any means whether the resolution has been formally approved by the Trustees in accordance with this Article 44;
 - 44.3. the date of the decision shall be the date of the communication from the Recipient confirming formal approval;
 - 44.4. the Recipient prepares a minute of the decision in accordance with Article 43.1.

45. The Chair

- 45.1. The Trustees may appoint one of their number to be the Chair of the Board and may at any time remove him or her from that office. The Trustees shall elect a Chair at their first meeting after the annual general meeting. Unless he or she is unwilling or unable to do so, the Chair shall preside at every meeting of the Trustees at which he or she is present. If there is no Chair, or if the Chair is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Trustees present may appoint one of their number to chair the meeting.
- 45.2. The Chair may be a Nominated or Co-opted Trustee.
- 45.3. The Chair shall have a second or casting vote in the event of an equality of votes.
- 45.4. The Chair will act as such for one year unless re-elected by the Board.

46. Delegation of Trustees' powers

The Trustees may delegate any of their powers or the implementation of any of their resolutions to any committee in accordance with the following conditions:

- 46.1. the resolution making that delegation shall specify those who shall serve or be asked to serve on such committee (though the resolution may allow the committee to make co-options up to a specified number);
- 46.2. the composition of any such committee shall be entirely in the discretion of the Trustees provided that at least one member of every committee is a Trustee, except that a local area committee established in accordance with Article 46.3 need not have a Trustee as a member;
- 46.3. the quorum necessary for the transaction of the business of any committee of the Board may be fixed by the Board and unless so fixed at any other number shall be not less than one third of the committee and shall include at least one Trustee;
- 46.4. the deliberations of any such committee shall be reported to the Trustees and any resolution passed or decision taken by any such committee shall be reported forthwith to the Trustees and for that purpose every committee shall appoint a secretary;
- 46.5. delegations under this Article shall be revocable at any time;
- 46.6. the Trustees may make such regulations and impose such terms and conditions and give such mandates to any such committee or committees as they may from time to time think fit;
- 46.7. for the avoidance of doubt, the Trustees may (in accordance with this Article) delegate all financial matters to any committee and may empower such committee to resolve upon the operation of any bank account according to such mandate as it shall think fit whether or not requiring a signature of any Trustee, provided always that no committee shall incur any expenditure on behalf of the Company except in accordance with a budget that has been approved by the Trustees; and
- 46.8. the meetings and proceedings of any committee shall be governed by the provisions of the Articles regulating the meetings and proceedings of the Trustees so far as the same are applicable and consistent with this Article and are not superseded by any regulations made by the Trustees.
- 46.9. no member of any committee may serve for more than three years unless re-nominated by his appointing institution or reappointed or re-co-opted by the Board.
- 46.10. a person who would be disqualified from acting as a trustee of a charity may not serve as a member of any committee unless the Board resolves that that person is a fit person to act as a member of a committee.

- 46.11. a person who is a member of any committee shall at all times act in his or her capacity as a member of that committee solely in the interests of the charity and not in the interest of any institution which appointed him or her or of which he or she is a member, director, employee or agent.

47. Sub-regional Committees

The Board may, in accordance with its powers under Article 46 as varied by this Article, establish Sub-regional committees, one for each Sub-regional area, and shall designate the areas of responsibility for each such committee.

- 47.1. The membership of each Sub-regional committee shall comprise:
- 47.1.1. one member nominated by each of the Members of the Company within the Sub-regional area;
 - 47.1.2. up to six independent members who shall be selected on the advice of the relevant Sub-regional committee and approved by the Board.
- 47.2. The terms of reference for each sub-regional committee shall be approved by the Board but shall include delegated responsibility for developing and reviewing the sub-regional operational plan, monitoring sub-regional budgets for the area, and overseeing sub-regional delivery work.
- 47.3. The sub-regional committees may establish local area steering groups who shall advise on local matters including project delivery plans within their area.

48. All acts done by any meeting of the Board or a committee of the Board or by a person acting as a Trustee or committee member shall as regards all persons dealing in good faith with the Company notwithstanding that there was some defect in the appointment or continuance in office of any Trustee or committee member or person acting as such or that any such committee member or person was disqualified or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Trustee or committee member and had been entitled to vote.

POWERS OF THE BOARD

49. General Powers

Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Trustees who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Trustees which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this

Article shall not be limited by any special power given to the Trustees by these Articles and a meeting of Trustees at which a quorum is present may exercise all powers exercisable by the Trustees.

50. Regulations

The Board shall have power from time to time to make, repeal or alter regulations as to the management of the Company and its affairs, as to the duties of any officers or servants of the Company, as to the conduct of the business by the Board or any committee and as to any of the matters or things within the powers or under the control of the Board provided that such regulations shall not be inconsistent with the Memorandum and the Articles.

51. Indemnity Insurance

The Trustees shall have power to resolve pursuant to Clause 4.26 of the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such policy.

52. Officers

The Board will appoint or engage on such terms (subject to the Memorandum) to discharge such duties as they may think fit a Treasurer and a Secretary and such other officers and servants as they shall see fit and may dismiss any officer or servant so appointed or engaged.

53. Minutes

The Board shall cause minutes to be made in books kept for the purpose:-

53.1.1. of all appointments of officers made by the Board; and

53.1.2. of all proceedings at meetings of the Company and of the Board, and of committees of Board, including the names of the Trustees present at each such meeting; and any such minute, if purported to be signed by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any Member or Trustee of the Company be sufficient evidence of the proceedings.

54. Accounts and Reports

The Company may in general meeting impose reasonable restrictions as to the time at which and the manner in which the statutory books and accounting records of the Company may be inspected by the Members but subject thereto the statutory books and accounting records shall be open to inspection by the Members during usual business hours.

55. The Board shall comply with the requirements of the Act and of the Charities Act 1993 (or any statutory re-enactment or modification of those Acts) as to keeping financial records, the audit or examinations of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commissioners of:

- 55.1. annual reports;
- 55.2. annual returns;
- 55.3. annual statements of account.

56. Audit

Auditors shall be appointed and their duties regulated in accordance with the Act.

57. Subject to the provisions of the Companies Acts and these Articles:

- 57.1. a document or information (including any notice) to be given, sent or supplied to any person pursuant to the Articles may be given, sent or supplied in hard copy form, in electronic form or (in the case of communications by the Company) by making it available on a website;
- 57.2. a document or information (including any notice) may only be given, sent or supplied in electronic form where the recipient has agreed (generally or specifically) that the document or information may be sent in that form and has not revoked that agreement; and
- 57.3. a document or information (including any notice) may only be given, sent or supplied by being made available on a website if the recipient has agreed (generally or specifically) that the document or information may be sent or supplied in that manner, or if the recipient is deemed to have so agreed in accordance with the Companies Acts.

58. Any document or information (including any notice) sent to a member under the Articles may be sent to the member's postal address as shown in the Company's register of members or (in the case of documents or information sent by electronic means) to an address specified for the purpose by the member, provided that:

- 58.1. a member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or her, or an address to which notices may be sent by electronic means, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company; and
- 58.2. the Company is not required to send notice of a general meeting or a copy of its annual report and accounts to a member for whom it no longer has a valid address.

59. Any document to be served on the Company or on any officer of the Company under the Articles may only be served:

- 59.1. in the case of documents in hard copy form, by sending or delivering them to the Company's registered office or delivering them personally to the officer in question; or

- 59.2. in the case of documents in electronic form, by sending them by electronic means:
- 59.2.1. to an address notified to the members for that purpose; and
 - 59.2.2. from an address previously notified to the Company by the member for the purpose of sending and receiving documents and information.
60. A member present in person or by proxy at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
61. Where a document or information is sent or supplied under the Articles:
- 61.1. Where the document or information is sent or supplied by post, service or delivery shall be deemed to be effected at the expiration of 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.
 - 61.2. 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.
 - 61.3. Where the document or information is sent or supplied by means of a website, service or delivery shall be deemed to be effected when:-
 - 61.3.1. the material is first made available on the website; or
 - 61.3.2. (if later) when the recipient received or is deemed to have received notification of the fact that the material was available on the website.
62. Where any document or information has been sent or supplied by the Company by electronic means and the Company receives notice that the message is undeliverable:
- 62.1. if the document or information has been sent to a member and is notice of a general meeting of the Company or a copy of the annual report and accounts of the Company, the Company is under no obligation to send a hard copy of the document or information to the member's postal address as shown in the Company's register of members, but may in its discretion choose to do so; and
 - 62.2. in all other cases, the Company will send a hard copy of the document or information to the member's postal address as shown in the Company'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.

62.3. 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.

63. Indemnity

Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him or her in defending any proceedings, whether civil or criminal, in which judgement is given in his or her favour or in which he or she is acquitted or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

64. Winding up

The provisions of Clauses 7 and 8 of the Memorandum of Association relating to the winding up or dissolution of the Company shall have effect and be observed as if the same were repeated in these Articles.