

THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION OF
ULSTER WILDLIFE TRUST**

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COMPANY NAME

1. The company's name is:

Ulster Wildlife Trust (and in this document is called the "Trust").

INTERPRETATION

2. In the articles:

"address" means a postal address or, for the purposes of electronic communication, a fax number, an e-mail or postal address or a telephone number for receiving text messages in each case registered with the Trust;

"the articles" means the Trust's articles of association;

"clear days" in relation to the period of a notice means a 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 Commission" means the Charity Commission for Northern Ireland;

"Companies Act" means the Companies Act 2006;

"the Council" means the directors of the Trust. The Directors are charity trustees as defined by section 180(1) of the Charities Act (Northern Ireland) 2008;

"Council member" means a director of the Trust;

"document" includes, unless otherwise specified, any document sent or supplied in electronic form;

"electronic form" has the meaning given in section 1168 of the Companies Act 2006;

“**the memorandum**” means the Trust’s memorandum of association;

“**officers**” includes the Council and the secretary (if any);

“**the seal**” means the common seal of the Trust if it has one;

“**secretary**” means any person appointed to perform the duties of the Secretary of the Trust;

“**the Trust**” means the company intended to be regulated by the articles;

“**the United Kingdom**” means Great Britain and Northern Ireland;

and words importing one gender shall include all genders, and the singular includes the plural and vice versa.

Unless the context otherwise requires, words or expressions contained in the articles have the same meaning as in the Companies Act but excluding any statutory modification not in force when this constitution becomes binding on the Trust.

Apart from the exception mentioned in the previous paragraph a reference to an Act includes any statutory modification or re-enactment of it for the time being in force.

LIABILITY OF MEMBERS

3. (1) The liability of the members is limited.
- (2) Every member of the Trust promises, if the Trust is dissolved while he, she or it is a member or within twelve months after he, she or it ceases to be a member, to contribute such sum (not exceeding £1) as may be demanded of it towards the payment of the debts and liabilities of the Trust incurred before he, she or it ceases to be a member, and of the costs, charges and expenses of winding up, and the adjustment of the rights of the contributories among themselves.

OBJECTS

4. The Charity’s objects (“Objects”) are specifically restricted to the following:-

- (1) The advancement of environmental protection and improvement, in particular the conservation of all aspects of Northern Ireland and its adjacent areas' wildlife, biodiversity, geodiversity and associated natural beauty for the benefit of present and future generations by:
 - (a) safeguarding, maintaining and enhancing natural biodiversity and geodiversity through the management of nature reserves (however entitled or however established);
 - (b) practising, advocating, encouraging, influencing, advising and campaigning for best conservation practice involving land, sea and freshwater management practice in ways that favour biodiversity, geodiversity, ecosystem health, sustainable use of natural resources and sustainable development;
 - (c) undertaking action, independently or in partnership, to protect threatened habitats, sites of geodiversity or heritage significance, at local, national or international levels on or in water, land and adjacent seas;
 - (d) taking account of other aspects of the natural heritage on which wildlife is dependent or to which it contributes, including landforms, and landscapes;
 - (e) improving the quality of life of people through supporting a biodiversity, eco-system, geodiversity and sustainability-led approach to the management and design of the natural and built environment.
- (2) The advancement of education by raising the public's awareness and knowledge of all aspects of the natural and built heritage, biodiversity and geodiversity of Northern Ireland and its adjacent areas by promoting, undertaking and co-operating in research and gathering and sharing information on, these topics.
- (3) The advancement of citizenship through volunteering linked to natural heritage including the promotion of sustainable food production and sustainable lifestyles.
- (4) The advancement of the arts, culture, heritage and science linked to natural heritage through events and project based action.

- (5) The advancement of health and wellbeing through activities linked to the natural environment.

POWERS

5. In furtherance of the said objects, but not further or otherwise, the Trust shall have power to:
- (1) (a) promote the participation by groups of individual members and volunteers in the Objects;
 - (b) encourage a diverse range of people to become increasingly knowledgeable about, and actively engaged in, conservation, wildlife and safeguarding natural resources and the environment;
 - (c) encourage the use of the natural environment for the purposes of education, culture, arts and leisure, and promoting health and well-being;
 - (d) promote and encourage the objects of the Trust by means of the circulation of printed matter and electronic, digital and other media, and the publishing, printing, sale and distribution of books, pamphlets or material for distribution by digital or other means, and establish, maintain and operate internet websites and other platforms for the circulation of electronic, digital and other material, and by means of organising tours, visits, walks, etc., encourage the dissemination of knowledge useful for, and conducive to, the objects of the Trust;
 - (e) promote lectures and meetings, and by those means and by any means of sound or visual projection or communication, exhibitions, libraries and collections of relics, designs, drawings, models, and objects which are of biological, geological or historic interest, to disseminate information useful for, and conducive to, the objects of the Trust, and levy such admission charges, if any, which the Trust may from time to time determine to be appropriate;
 - (f) manufacture, buy, sell, rent, let on hire and deal in all articles and commodities, of whatsoever nature, as may be deemed suitable or desirable for promoting or raising funds for the

objects of the Trust provided that such shall not constitute permanent trading;

- (g) purchase, lease or otherwise acquire and hold any real or personal property or land in Northern Ireland and any rights or privileges necessary, convenient, or desirable for the objects of the Trust, and construct, alter and maintain any houses or buildings required for such objects; and sell, improve, develop, lease to other bodies or organisations with objects similar to that of the Trust or otherwise let on hire, mortgage, dispose of, or otherwise deal with all or any of such property, rights or privileges;
- (h) exchange, sell, or otherwise turn to account any portions of any lands or buildings held by the Trust, being not of sufficient biodiversity or geodiversity, or other scientific or educational interest to the Trust and acquire or receive in exchange other lands or buildings suitable for the objects of the Trust, provided that the exercise of such powers of exchange and sale does not conflict in any way with the objects of the Trust;
- (i) purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any one or more companies, societies, associations or bodies having objects similar to that of the Trust, which the Trust may lawfully acquire and take over, and amalgamate with any such companies, societies, associations or bodies;
- (j) co-operate with any person or body, whether within Northern Ireland or not, having objects similar to that of the Trust or with whom it is necessary or desirable to co-operate for the achievement of the Trust's objects and promote any company or other incorporated body formed for the purpose of carrying on any activity which the Trust is authorised to carry on or to carry on the business of sale or supply of goods and services which can be sold or supplied for the purposes of, or otherwise in connection with, the Trust's objects;
- (k) act in concert with, or make any arrangements with any statutory body, now or hereafter constituted, or with any residents of property, owners or any body representing the same (including any community council or body) or any other environmental body, with a view to promoting the objects of the Trust;

- (l) establish and maintain accommodation and centres where persons visiting or frequenting the premises of the Trust may obtain or purchase refreshments, printed matter and other goods and services;
- (m) accept subscriptions, donations, legacies, grants and sponsorship and apply the same for the objects of the Trust;
- (n) make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments;
- (o) borrow or raise and secure the payment of money on mortgage of the property of the Trust, or in such manner as the Trust may think fit;
- (p) invest the monies of the Trust not immediately required for the objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed as required by law;
- (q) make any grants and/or charitable donation either in cash or assets for the furtherance of the objects of the Trust;
- (r) to administer grants and funds provided that in relation to discharging its duties as a Distributive Environmental Body in the administration of the Landfill Communities Fund, the work of the Trust shall not be for the benefit of landfill site operators who may contribute to the Trust and claim credit under the Landfill Communities Fund. Nor shall it be for the benefit of contributing third parties, as defined in the landfill tax regulations. The funds will be distributed as set out in the regulators (Entrust) guidance;
- (s) adopt such means of making known the work and objects of the Trust and to take such steps by personal or written appeals and public meetings to procure contributions to the funds of the Trust as may be deemed expedient;
- (t) employ staff and obtain professional assistance of all kinds, and remunerate any person for services rendered. The Trust may employ or remunerate a Council member only to the extent it is

permitted to do so by article 6 and provided it complies with the conditions in that article;

- (u) undertake and execute any trusts which may lawfully be undertaken by the Trust and which may be conducive to its objects;
- (v) pay out of the funds of the Trust all expenses which the Trust may lawfully pay for, or incidental to, the restructuring and registration of, or the raising of money for, the Trust;
- (w) purchase and maintain insurances against all or any losses, damages, risks and liabilities which may affect the Trust or its activities in any way; including provision of indemnity insurance for Council members or any other officer of the Trust in relation to any such liability as is mentioned in sub-article (2) of this article, but subject to the restrictions specified in sub-article (3) of this article;
- (x) set aside income as a reserve against future expenditure but only in accordance with a written policy on such reserves;
- (y) to enter into contracts to provide services to or on behalf of other bodies;
- (z) to establish subsidiary companies to assist or act as agents for the Trust.
- (aa) to institute, prosecute or defend any claims, suits or actions or other proceedings affecting the Trust or its objects and to compromise any matter or difference or to submit any such matter to arbitration or mediation and to compromise, compound or abandon any debts owed to the Trust or any other claims and to compromise any dispute in relation to debts or any other claims against the Trust upon evidence that the Council shall deem sufficient and so that the Council shall not be responsible for any loss occasioned by any act or thing so done by them in good faith;
- (ab) do all such other things as are incidental or conducive to the attainment of the objects of the Trust.

Provided that: –

- (i) in case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts;
 - (ii) in carrying out its objects, the Trust shall have regard to the principles and practice of the conservation of biodiversity and geodiversity and the sustainable management of natural resources.
- (2) The liabilities referred to in sub-article (1)(w) are:
- (a) any liability that by virtue of any rule of law would otherwise attach to a director of a company in respect of any negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the Trust;
 - (b) the liability to make a contribution to the Trust's assets as specified in Article 178 of the Insolvency (Northern Ireland) Order 1989 (wrongful trading).
- (3) (a) The following liabilities are excluded from sub-article (2)(a):
- (i) fines;
 - (ii) costs of unsuccessfully defending criminal prosecutions for offences arising out of the fraud, dishonesty or wilful or reckless misconduct of the Council member or other officer;
 - (iii) liabilities to the Trust that result from conduct that the Council member or other officer knew or must be assumed to have known was not in the best interests of the Trust or about which the person concerned did not care whether or not it was in the best interests of the Trust.
- (b) There is excluded from sub-article (2)(b) any liability to make such a contribution where the basis of the Council member's liability is his or her knowledge prior to the insolvent

liquidation of the Trust (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Trust would avoid going into insolvent liquidation.

APPLICATION OF INCOME AND PROPERTY

6. (1) The income and property of the Trust shall be applied solely towards the promotion of the objects.
- (2) (a) A Council member is entitled to be reimbursed from the property of the Trust or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the Trust.
- (b) A Council member may benefit from trustee indemnity insurance cover purchased at the Trust's expense in accordance with, and subject to the conditions in, section 93 of the Charities Act (Northern Ireland) 2008.
- (c) A Council member may receive an indemnity from the Trust in the circumstances specified in article 82.
- (d) A Council member may not receive any other benefit or payment unless it is authorised by article 7.
- (3) Subject to article 7, none of the income or property of the Trust may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Trust. This does not prevent a member who is not also a Council member receiving:
 - (a) a benefit from the Trust in the capacity of a beneficiary of the Trust;
 - (b) reasonable and proper remuneration for any goods or services supplied to the Trust.

Benefits and Payments to Council Members and Connected Persons

General Provisions

7. (1) No Council member or connected person may:
- (a) buy any goods or services from the Trust on terms preferential to those applicable to members of the public;
 - (b) sell goods, services or any interest in land to the Trust;
 - (c) be employed by, or receive any remuneration from, the Trust;
 - (d) receive any other financial benefit from the Trust;

unless the payment is permitted by sub-article (2) of this article, or authorised by the court or the Charity Commission.

In this article a 'financial benefit' means a benefit, direct or indirect, which is either money or has a monetary value.

Scope and Powers Permitting Council Members' or Connected Persons' Benefits

- (2) (a) A Council member or connected person may receive a benefit from the Trust in the capacity of a beneficiary of the Trust provided that a majority of the Council members do not benefit in this way.
- (b) A Council member or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the Trust where that is permitted in accordance with, and subject to the conditions in, section 88 to 90 of the Charities Act (Northern Ireland) 2008.
- (c) Subject to sub-article (3) of this article, a Council member or connected person may provide the Trust with goods that are not supplied in connection with services provided to the Trust by the Council member or connected person.

- (d) A Council member or connected person may receive interest on money lent to the Trust at a reasonable and proper rate which must be 2 per cent (or more) below the base rate of a clearing bank to be selected by the Council.
- (e) A Council member or connected person may receive rent for premises let by the Council member or connected person to the Trust. The amount of the rent and other terms of the lease must be reasonable and proper. The Council member concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A Council member or connected person may take part in the normal trading and fundraising activities of the Trust on the same terms as members of the public.

Payment for Supply of Goods Only – Controls

- (3) The Trust and its Council may only rely on the authority provided by sub-article (2)(c) of this article if each of the following conditions is satisfied:
 - (a) The amount or maximum amount of the payment for the goods is set out in an agreement in writing between the Trust or its Council (as the case may be) and the Council member or connected person supplying the goods ('the supplier') under which the supplier is to supply the goods in question to or on behalf of the Trust.
 - (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
 - (c) The other Council members are satisfied that it is in the best interests of the Trust to contract with the supplier rather than with someone who is not a Council member or connected person. In reaching that decision the Council must balance the advantage of contracting with a Council member or connected person against the disadvantages of doing so.

- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the Trust.
 - (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of Council members is present at the meeting.
 - (f) The reason for their decisions is recorded by the Council in the minutes of their meeting.
 - (g) A majority of the Council members then in office are not in receipt of remuneration or payments authorised by article 7.
- (4) In sub-articles (2) and (3) of this article:
- (a) 'Trust' includes any company in which the Trust:
 - (i) holds more than 50 per cent of the shares; or
 - (ii) controls more than 50 per cent of the voting rights attached to the shares; or
 - (iii) has the right to appoint one or more directors to the board of the company.
 - (b) 'connected person' includes any person within the definition in article 85 'Interpretation'.

DECLARATION OF COUNCIL MEMBERS' INTERESTS

8. A Council member must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the Trust or in any transaction or arrangement entered into by the Trust which has not previously been declared. A Council member must absent himself or herself from any discussions of the Council in which it is possible that a conflict will arise between his or her duty to act solely in the interests of the Trust and any personal interest (including but not limited to any personal financial interest).

CONFLICTS OF INTEREST

9. (1) If a conflict of interest arises for a Council member because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in the Articles, the unconflicted Council members may authorise such a conflict of interests where the following conditions apply:
- (a) the conflicted Council member is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) the conflicted Council member does not vote on any such matter and is not to be counted when considering whether a quorum of Council members is present at the meeting;
 - (c) the unconflicted Council members consider it is in the best interests of the Trust to authorise the conflict of interest in the circumstances applying.
- (2) In this article, a conflict of interests arising because of a duty of loyalty owed to another organisation or person only refers to such a conflict which does not involve a direct or indirect benefit of any nature to a Council member or to a connected person.

MEMBERS

10. (1) The subscribers to the Memorandum of Association and such other persons, societies, companies or other corporate bodies as the Secretary shall admit to membership shall be members of the Trust.
- (2) Corporate members shall have the right to attend and speak at General Meetings through their authorised representative, but shall not have the right to vote.
11. As regards classes of membership:-
- (1) the Council may at its sole and unfettered discretion at any time create such classes of membership (including, without prejudice to the foregoing generality, honorary membership), having such rights, obligations and benefits as the Council may from time to time think fit;

- (2) notwithstanding the terms of paragraph 11(1) above there may be honorary members whom the Council shall have power to appoint in recognition of outstanding services to wildlife conservation, and who shall have all the benefits of ordinary membership for the duration of their life (or until such time as the honorary member concerned notifies the Council in writing in accordance with Article 14(a) of a wish to relinquish honorary membership). Honorary members shall not be liable to pay annual subscriptions;
 - (3) where any class of member comprises more than one individual, they shall nevertheless count as only one member for voting purposes with the exception of family members, each of whom over the age of sixteen years may vote, and joint members, who shall be entitled to two votes.
12. Applications for membership shall be in such form as the Council may require from time to time. The Secretary shall process and decide upon applications for membership. The Council, however, shall retain the right to refuse to admit any applicant to membership of the Trust, provided notification of refusal is given to the applicant within a reasonable time. A person shall be deemed to be a member of the Trust and upon receipt by the Trust of a first subscription.
13. In relation to subscriptions, the annual subscriptions for all classes of member as the Council may create from time to time shall be such as may from time to time be determined by the Council. Such determination may further provide for differential rates of annual subscription (e.g. for students, senior citizens and families) and of lifetime subscriptions (e.g. for joint life membership for two adults living at one address) or other classes of membership as may be determined from time to time by Council.
14. Membership of the Trust shall automatically terminate:-
 - (a) on the intimation to the Secretary of a member's wish to resign membership; or
 - (b) on the death of a member or, in the case of joint membership, on the death of the last surviving joint member; or
 - (c) such member ceases to be a body corporate or goes into liquidation or is dissolved; or
 - (d) if any member shall have failed to pay the annual subscription three months after the date on which the same shall have fallen due for

payment, he/she shall cease to be a member but such member may thereafter be reinstated on payment of all arrears of subscription; or

- (e) if the Council resolves that a member's membership of the Trust be terminated as a consequence of the conduct of such member being in the reasonable opinion of the Council, contrary to the objects of the Trust or injurious to the Trust or its character or reputation provided that, before passing any such resolution the Council shall give to any such member an opportunity within twentyone days to justify or explain such conduct or resign. Any subscription paid by any such member shall be forfeited.
15. No right or privilege of any member shall be in any way transferable, but all such rights and privileges shall cease upon the member ceasing to be a member, whether by death, resignation or otherwise.
16. The Trust shall keep a Register of Members in which shall be recorded the name, address and category of every member, the date on which they became a member and the date on which they ceased to be a member.
17. With regard to activities of the Trust at a local level:-
- (a) the Council may from time to time establish rules governing (i) the circumstances in which members may come together to form, with the approval of the Council, a members group or such other grouping such as a branch as may be approved from time to time by the Council (and with such title as may be approved by the Council); and (ii) such other arrangements as the Council thinks fit for the co-ordination and management of Trust events and activities in a particular location or area. Subject to any such rules, members may come together to form any such members group or other grouping to further the object and activities of the Trust in any part of Northern Ireland; and
 - (b) any local group of members may raise and hold funds only if they work to a constitution or other rules decided by the Council. These can be amended from time to time by the Council. Funds of the Trust raised or expended by a members group may be given directly to the Trust and managed by the Trust in agreement with the Trust. All other funds should be managed and accounted for by the local group in accordance with best practice and legislation and shall belong to the Trust; and
 - (c) the Council may from time to time close a members group or such other grouping such as a branch.

GENERAL MEETINGS

18. The Trust shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. Not more than 15 months shall elapse between the date of one Annual General Meeting of the Trust and that of the next. The Annual General Meeting shall be held at such time and place as the Council shall appoint.
19. The Council may, whenever it thinks fit, call a General Meeting. A General Meeting may also be convened according to the provisions in company law. Any such requisition shall express the object of the meeting proposed to be called and shall be delivered to the Chairman. Upon receipt of any such requisition the Council shall forthwith proceed to convene a meeting of the Trust members and if the Council does not convene the same within fourteen days from the date of the receipt of such requisition the requisitionists may themselves convene a meeting. If within one hour from the time appointed for a meeting convened upon the requisition of members of the Society a quorum be not present the meeting shall be dissolved.
20. Decisions at General Meetings shall be made by passing resolutions:-
 - (a) decisions involving an alteration of the Articles of Association of the Trust and other decisions so required by statute shall be made by special resolution. A special resolution is one passed by a majority of not less than three-fourths of members present in person or by proxy and voting at a General Meeting.
 - (b) all other decisions shall be made by ordinary resolution requiring a simple majority of members present in person or by proxy and voting.

NOTICES

21. General Meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety per cent of the total voting rights at the meeting of all the members. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted. The notice must also contain a statement setting out the right of members to appoint a proxy under section 324 of the Companies Act. The notice shall be given to all the members and to the Council Members and Auditors.

22. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
23. The Trust in General Meeting may decide from time to time to invite by notice any person to a General Meeting of the Company.

PROCEEDINGS AT GENERAL MEETINGS

24. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, 15 persons entitled to vote upon the business to be transacted, each being a member present in person or by proxy shall be a quorum.
25. If within an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it 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 Chairman of the meeting may determine. In the event of such an adjournment, a notice of this will be posted on the Trust's website. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
26. The Chairman of the Council, or if the Chairman is absent, the Vice-Chairman, shall preside as Chairman at every General Meeting of the Trust. If no such Chairman or Vice-Chairman shall be present and willing to act within 15 minutes after the time appointed for the holding of the meeting, the members present shall choose some other member of the Council or, if no such member shall be present and willing to act, they shall choose some other attending member of the Trust to act as Chairman.
27. The Chairman 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. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be posted on the Trust's website. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
28. Any motion for discussion must be in writing and signed by its proposer and seconder, both being fully paid-up members of the Trust, and deposited with the Chairman at least 28 days in advance of the meeting. Proposals to change the

Articles of Association require a majority of not less than three-fourths of members present in person or by proxy and voting at a General Meeting.

29. At all General Meetings a motion which is put to the vote shall be decided on a show of hands by a majority of the members present in person and entitled to vote. However, this vote may be set aside if, before or upon the declaration of the result of the show of hands, a secret ballot shall be demanded by (a) the Chairman, or (b) by at least three members present in person or by proxy and entitled to vote. The only exception to this is a motion for the appointment of a Chairman or for the adjournment of the meeting, on which a show of hands shall be conclusive. If a secret ballot is not demanded, a declaration by the Chairman of the meeting that a motion has been carried, or has been carried unanimously or by a particular majority, or lost, or not carried by a particular majority, shall be conclusive. An entry to that effect in the minute book of the Trust shall be conclusive evidence thereof, without proof of the number or proportion of the votes recorded in favour of or against such motion. Any abstentions should also be noted.
30. If a secret ballot be demanded in the manner specified in Article 29, it shall be taken at such a time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the secret ballot shall be deemed to be the resolution of the meeting at which the secret ballot was demanded.
31. In the case of an equality of votes, whether on a show of hands or on a secret ballot, the Chairman of the meeting shall not be entitled to a second or casting vote.
32. The demand for a secret ballot shall not prevent the continuance of a meeting for the transaction of any business other than that upon which a secret ballot has been demanded.
33. For the avoidance of doubt, members under the age of 16 are not entitled to attend, or vote at, any Annual or other General Meetings of the Trust, and accordingly, are not entitled to receive notices of such meetings, nominate members to the Council or receive postal ballot papers.

VOTES OF MEMBERS

34. On a show of hands or on a secret ballot every member who is present in person or by proxy, unless the proxy is himself/herself a member entitled to vote, shall have one vote other than a member who is also an employee of the Trust.

35. The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve)-

Form A
 "Ulster Wildlife Trust

I/We of.....
 in the county of being a member/members, (membership
 number: xxxx) of the Ulster Wildlife Trust, hereby appoint
 of *

or

The Secretary of The Ulster Wildlife Trust * as my/our proxy to vote in my/our
 name(s) and on my/our behalf at the General Meeting of the Trust to be held on the
 day of 20... and at any adjournment thereof.

Signed this day of 20 ”

36. Where it is desired to afford members an opportunity of instructing the proxy how he/she shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Council may approve)-

Form B
 "Ulster Wildlife Trust

I/We.....
 of..... in the county of
being a member/members (membership
 number: xxxx) of the Ulster Wildlife Trust, hereby appoint
 of *

or

The Secretary of The Ulster Wildlife Trust * as my/our proxy to vote in
 my/our name(s) on my/our behalf at the General Meeting of the Trust to be held
 on theday of 20.. and at any adjournment thereof. This
 form is to be used in respect of the resolutions mentioned below as follows:

Resolution No. 1	for / against**
Resolution No. 2	for / against**
etc	

* Please tick your choice on Form A or Form B

** Delete whichever is not desired.

Unless otherwise instructed the proxy will vote as he/she thinks fit or abstain from voting.

Signed this day of 20 ”

37. The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Council may:

(a) in the case of an instrument in writing, be deposited at the registered office of the Trust or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Trust in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications-

(i) in the notice convening the meeting, or

(ii) in any instrument of proxy sent out by the Trust in relation to the meeting, or

(iii) in any invitation contained in an electronic communication to appoint a proxy issued by the Trust in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

(c) in the case of a secret ballot taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the secret ballot has been demanded and not less than 24 hours before the time appointed for the taking of the secret ballot; or

(d) where the secret ballot is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the secret ballot was demanded to the Chairman or to the Secretary or to any Council member;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In calculating the periods mentioned in (a), (b), (c) and (d) above, no account shall be taken of any part of a day that is not a working day. In this Article and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

MEETINGS IN MORE THAN ONE PLACE

38. A General Meeting or adjourned meeting may be held at more than one place. The notice of meeting will specify the place at which the Chairman will be present (the "Principal Place") and a letter accompanying the notice will specify any other place(s) at which the meeting will be held simultaneously.
39. A General Meeting or adjourned meeting will be held in one room or a series of rooms at the place specified in the notice of meeting or any other place at which the meeting is to be held simultaneously.
40. If the meeting is held in more than one place and/or in a series of rooms, it will not be validly held unless all persons entitled to attend and speak at the meeting are able:-
 - (i) if excluded from the Principal Place or the room in which the Chairman is present, to attend at one of the other places or rooms; and
 - (ii) to communicate with one another audio visually throughout the meeting.
41. The Council may make such arrangements as it thinks fit for simultaneous attendance and participation at the meeting and may vary any such arrangements or make new arrangements. Arrangements may be notified in advance or at the meeting by whatever means the Council thinks appropriate to the circumstances. Each person entitled to attend the meeting will be bound by the arrangements made by the Council.
42. Where a meeting is held in more than one place and/or a series of rooms, then for the purpose of these Articles the meeting shall consist of all those persons entitled to attend and participate in the meeting who attend at any of the places or rooms.

WRITTEN RESOLUTIONS

43. A resolution in writing agreed by a simple majority (or in the case of a special resolution by a majority of not less than 75 per cent) of the members who would

have been entitled to vote upon it had it been proposed at a General Meeting shall be effective provided that a copy of the proposed resolution has been sent to every eligible member and a simple majority (or in the case of a special resolution a majority of not less than 75 per cent) of members has signified its agreement to the resolution in an authenticated document which has been received at the registered office within the period of 28 days beginning with the circulation date. A resolution in writing may comprise several copies to which one or more members have signified their agreement. In the case of a member that is an organisation, its authorised representative may signify its agreement.

THE COUNCIL OF THE TRUST

44. The Council shall consist of not fewer than eight and not more than 16 (including the Chairman) members, or such other number as may from time to time be determined by the Trust in General Meeting.
45. Council members shall be appointed as follows:-
 - (1) The Council shall be made up of such members as shall have been proposed by one fully paid-up member of the Trust and seconded by another fully paid-up member of the Trust and, in the event of there being more nominations than vacancies, subsequently elected by the members present in person or by proxy at the Annual General Meeting in accordance with paragraph 45(2) below. Written notice of any such nominations or proposals for election in such form as the Council shall require (and which may take the form of an electronic communication) must be in the hands of the Secretary not less than 28 days before the Annual General Meeting. Candidates must, by the same date, confirm in writing that they are fully paid-up members of the Trust and are willing to stand for election.
 - (2) Only in the event of there being more candidates for election to the Council than there are vacancies, the election of candidates to fill these vacancies shall be in accordance with the aggregate number of votes cast by members of the Trust present in person or by proxy at the Annual General Meeting and in accordance with such procedure as the Council may lay down from time to time. Proxy voting forms shall be made available to all members of the Trust with the notice calling the Annual General Meeting. If there are fewer candidates than vacancies, the candidates (other than any candidate in respect of whom a counter motion opposing that candidate's appointment is passed at the AGM) shall, subject to approval by the members, be deemed elected as members of the Council at the AGM.

- (3) If there are fewer candidates than vacancies and if any fully paid-up member of the Trust wishes to put a counter motion opposing the election of a particular candidate as a member of the Council at the Annual General Meeting, they must inform the Chairman of the AGM not less than 48 hours before the meeting.
 - (4) Within the limits prescribed by Article 44 hereof, the Council may co-opt additional members of the Council who shall hold office as such until the next Annual General Meeting of the Trust, and shall then be eligible for election as provided for in 45(1) above.
 - (5) At the Annual General Meeting at least one-quarter of the Council shall retire, and unless they have served for eight consecutive years, shall be eligible for re-election. Should the number of Council members not be divisible by four, then the number nearest to and less than one-quarter of the total number of members shall be selected. Members who have served the longest shall be selected for retirement under this Article but as between persons who became Council members on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot, which shall be overseen by the Chairman except where the Chairman is himself or herself a candidate for retirement in which circumstance the choosing by lot shall be overseen by the Secretary.
46. A Code of Conduct for members of the Council will be determined by the Council from time to time as part of its Governance Handbook. All members of the Council must sign the Ulster Wildlife Trust's Code of Conduct and must adhere to the conditions therein on taking office. All members of the Council must fill in a Declaration of Interest Form before attending their first meeting and thereafter each member of the Council will be required to make a declaration of interest where necessary during any debate of the Council. Normally this will be done at the start of any meeting of the Council or Committee of the Council on sight of the Agenda. Having declared an interest a Council member should not vote in the debate, and only participate at the invitation of the other members of the Council and agreement of the Chairman.
 47. An individual who has been a salaried member of the staff of the Trust shall not, unless otherwise determined by the Council, for a period of two years thereafter be elected as a member of the Council.
 48. Council members who have served for eight consecutive years shall retire from the Council and shall not be eligible for re-election or co-option for a further period of one year.

49. The office bearers of the Trust, the Chairman, Vice-Chairman and Honorary Treasurer, shall be appointed immediately subsequent to the Annual General Meeting by the Council from among the members of Council. Each such appointment shall (unless a shorter period be expressly stated) be for a period lasting up to four years. Any vacancy arising in the office of Chairman or Vice-Chairman or Treasurer shall be filled by Council.
- 50 In addition to the foregoing retirement provisions, a member of the Council shall automatically vacate office:-
- (a) if the member becomes bankrupt or makes any arrangement or composition with the member's creditors; or
 - (b) if the member becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
 - (c) ceases to be a Council member by virtue of any provision in the Companies Act or is prohibited by law from being a director;
 - (d) if he or she is disqualified from acting as a Trustee by virtue of section 87 of the Charities Act (Northern Ireland) 2008; or
 - (e) if by notice in writing to the Trust the member resigns office as Council member (but only if at least five Council Members will remain in office); or
 - (f) if the member fails, without good reason, to attend three consecutive Council meetings. (The Council shall be sole judge of what constitutes good reason.); or
 - (g) if the member is removed from office by resolution of the Trust in General Meeting; or
 - (h) if a Council Member ceases to be a member of the Trust; or
 - (i) if the Council Member dies.

POWERS AND DUTIES OF THE COUNCIL

51. Subject to the provisions of the Companies Act and these Articles and to any directions given by special resolution, the business of the Trust shall be governed by the Council which may exercise all the powers of the Trust. No resolution, however made by the Trust in General Meeting, shall invalidate any prior act of the Council which would have been valid had that direction not been made.
52. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Trust, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Council shall from time to time by resolution determine.
53. The Council shall cause minutes to be kept in books provided for the purpose of recording:-
 - (a) all appointments of officers made by the Council;
 - (b) the names of the members of the Council present at each meeting of the Council and of any committee thereof;
 - (c) all resolutions and proceedings at all meetings of the Trust, and of the Council, and of committees of the Council;
54. The Council shall appoint and employ such officers and servants as they consider necessary for the proper execution of the Trust's functions. The Council shall regulate the duties and salary of the Chief Executive Officer. The Council may delegate the appointing of other members of staff to the Chief Executive Officer or other appropriate staff member, save that for the appointment of a Chief Executive Officer (or equivalent officer) where the selection panel shall be appointed by the Council and will include a majority of Council Members. The selection panel for salaried employed staff posts of Director or equivalent level will include at least one member of Council.
55. Without prejudice to its general powers, the Council may exercise all the powers of the Trust to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Trust or of any third party.

PROCEEDINGS OF THE COUNCIL

56. The Council may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings in accordance with these Articles and otherwise in accordance with any Standing Orders adopted by the Council from time to time. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.
57. The Chairman may, and on the written request of any member of the Council shall, call a meeting of the Council.
58. The quorum necessary for the transaction of the business of the Council may be fixed by the Council, and unless otherwise fixed shall be five.
59. The Chairman, or if absent, the Vice-Chairman, shall preside at the meetings of the Council. In the absence of both the Chairman and Vice-Chairman, the members of the Council present shall choose one of their number to be chairman of the meeting.
60. The continuing members of the Council may act notwithstanding any vacancy in their body, but if their number is reduced below the lowest number fixed in accordance with Article 58 hereof, the continuing members of the Council may act for the purpose of increasing the number of members of the Council to that number, or of summoning a General Meeting of the Trust but for no other purpose.
61. The Council may delegate such powers as it sees fit to a committee comprising such current members of the Council and other members of the Trust who are not members of the Council as the Council may from time to time appoint for this purpose. Such committees shall in all respects conform to any regulations imposed upon them from time to time by the Council. Except insofar as superseded by any such regulations, the meetings and proceedings of such committees shall be governed (so far as applicable) by the provisions of these Articles for regulating the meetings and proceedings of the Council. Any such committee shall report back fully and promptly to the Council.
62. The Council and all committees of the Council shall be free to invite to their meetings any professional adviser to the Trust appointed by any body which the Council or any committee of the Council may consider to have specialist knowledge useful for the purposes of the Trust. The Council and all committees of the Council shall also be free to invite to their meetings any member or members of

staff of the Trust. Such invitees shall attend in a purely advisory capacity and shall have no voting rights.

63. Subject to Article 64, all acts done by a meeting of the Council, or of a committee, shall be valid notwithstanding the participation in any vote of a Council member:

- (i) who was disqualified from holding office;
- (ii) who had previously retired, or who had been obliged by the Articles to vacate office;
- (iii) who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if without:

- (i) the vote of the Council member; and
- (ii) that Council member being counted in the quorum;

the decision has been made by a majority of the Council members at a quorate meeting.

64. Article 63 does not permit a Council member to keep any benefit that may be conferred upon him or her by a resolution of the Council or of a committee if, but for Article 63, the resolution would have been void, or if the Council member has not complied with Article 8.

65. All or any of the members of the Council or any committee of the Council may participate in a meeting of the Council or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the meeting is assembled, or, if there is no such group, where the Chairman of the meeting then is.

66. A resolution in writing agreed by a simple majority of all members of the Council entitled to receive notice of a meeting of Council members or of a committee and to vote upon the resolution shall be as valid and effectual as if it had been passed at a meeting of the Council or (as the case may be) a committee duly convened and held provided that:

- (a) a copy of the resolution is sent or submitted to all members of the Council eligible to vote; and

- (b) a simple majority of Council members has signified its agreement to the resolution in an authenticated document or documents which are received at the registered office within the period of 28 days beginning with the circulation date.
 - (c) The resolution in writing may comprise several documents containing the text of the resolution in like form to each of which one or more Council members has signified their agreement.
67. In exceptional circumstances, the Chairman acting alone or in conjunction with the Vice-chairman, Honorary Treasurer or Chief Executive may take a decision or decisions which would otherwise require approval by the full Council. Such decisions shall be properly documented and presented to the next following meeting of Council for consideration and approval.

PATRON, PRESIDENT OR AMBASSADORS

68. The Council shall have the power to appoint and remove all or any Patron, President or Ambassadors of the Trust, on terms set by the Council from time to time, such person shall not be a Council member and shall not be liable for the acts and defaults of the Council.

THE SEAL

69. If the Company should have a Seal, it shall only be used by the authority of the Council and every instrument to which the Seal shall be applied shall be signed by a Council member and shall be countersigned by the Secretary or by a second Council member. Every such application of the Seal shall be minuted.
70. The Council may resolve from time to time to delegate to the Chief Executive the power to sign on its behalf such class or classes of documents as may be specified in the resolution provided always that the power of delegation shall not extend to any document other than those of a commercial or trading nature.

SECRETARY

71. Unless the Council resolves otherwise, there shall be a Secretary appointed by the Council for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

RULES

72. (1) The Council may from time to time make such reasonable and proper rules or bye laws or terms of reference as they may deem necessary or expedient for the proper conduct and management of the Trust.
- (2) The bye laws may regulate the following matters but are not restricted to them:
- (a) the admission of members of the Trust (including the admission of organisations to membership) and the rights and privileges of such members, and the entrance fees, subscriptions and other fees or payments to be made by members;
 - (b) the creation or recognition of working groups and the composition of the members' tasks, roles, rights and privileges of such working groups;
 - (c) the creation or recognition of groups of supporters or friends of the Trust who are not members of the Trust and the rights and privileges of such groups and any subscriptions or rules regulating the terms of their association with the Trust;
 - (d) the conduct of members of the Trust in relation to one another, and to the Trust's employees and volunteers;
 - (e) the setting aside of the whole or any part or parts of the Trust's premises at any particular time or times or for any particular purpose or purposes;
 - (f) the procedure at general meetings and meetings of the Council in so far as such procedure is not regulated by the Companies Acts or by the Articles;
 - (g) generally, all such matters are as commonly the subject matter of company rules.
- (3) The Trust in general meeting has the power to alter, add to or repeal the rules or bye laws.
- (4) The Council must adopt such means as they think sufficient to bring the rules and bye laws to the notice of members of the Trust.

- (5) The rules or bye laws shall be binding on all members of the Trust. No rule or bye law shall be inconsistent with, or shall affect or repeal anything contained in, the Articles.

ACCOUNTS

73. The Council shall cause proper records of account to be kept with respect to:-
- (a) all sums of money received and expended by the Trust and the matters in respect of which the receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Trust; and
 - (c) the assets and liabilities of the Trust.

Proper records shall not be deemed to be kept if there are not kept such records of account as are necessary to give a true and fair view of the state of the Trust's affairs and to explain its transactions.

74. The records of account shall be kept at the registered office of the Trust, or at such other place as the Council shall think fit, and shall always be open to the inspection of the members of the Council.
75. The Council shall from time to time determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and records of the Trust shall be open to the inspection of members not being members of the Council. No member, not being a member of the Council, shall have any right of inspecting any account or book or document of the Trust except as conferred by statute or authorised by the Council or by the Trust in General Meeting.
76. The Council shall from time to time in accordance with the relevant provisions of the Companies Act and accounting standards issued or adopted by the Accounting Standards Board or its successors and the recommendations of applicable Statements of Recommended Practice cause to be prepared and to be laid before the Trust in General Meeting such income and expenditure accounts, balance sheets and reports as are referred to in those provisions.
77. A copy of the annual accounts, which are to be laid before the Trust in General Meeting, together with a copy of the Auditor's report shall, not less than fourteen days before the date of the meeting, be sent to all persons entitled to receive notice of such meeting. Alternatively the Trust may, subject to the provisions of the

Companies Act, send summary financial statements to members of the Trust instead of copies of its full accounts and reports, and for the purposes of this Article sending includes using electronic communications and publication on a website in accordance with the Companies Act. A copy of the complete accounts will be provided to any member who requests it.

AUDIT

78. Once at least in every year the accounts of the Trust shall be examined and correctness ascertained by the Auditor.
79. The Auditor shall be appointed and the duties regulated in accordance with the relevant provisions of the Companies Act.

ANNUAL REPORT AND RETURN AND ACCOUNTS

80. (1) The Council must comply with their obligations under the Charities Act (Northern Ireland) 2008 with regard to:
- (a) the transmission of the statements of account to the Commission;
 - (b) the preparation of an Annual Report and its transmission to the Commission;
 - (c) the preparation of an Annual Return and its transmission to the Commission.
- (2) The Council must notify the Commission promptly of any changes to the Trust's entry on the Register of Charities.

FORMAL NOTICES

81. Any information or document may be served on or sent or delivered to any member by the Trust either:-
- (a) personally or by sending it through the post addressed to the member at a registered address or by leaving it at that address addressed to the member; or
 - (b) where so permitted by these Articles, by sending it using electronic communications to an address notified by the member concerned to the

Trust for that purpose in accordance with the Companies Act or by any other means authorised in writing by the member concerned.

82. Any notice or document:-

- (a) if sent by the Trust by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, prepaid and put in the post;
- (b) not sent by post but left by the Trust at a registered address or at an address (other than an address for the purposes of electronic communications) notified to the Trust in accordance with these Articles by a person who is a member shall be deemed to have been served or delivered on the day it was so left;
- (c) sent by the Trust using electronic communications, or in the case of Article 76 posted on a website, shall be deemed to have been received in accordance with the Order; and
- (d) served, sent or delivered by the Trust by any other means authorised in writing by the member concerned shall be deemed to have been served, received or delivered when the Trust has carried out the action it has been authorised to take for that purpose.

INDEMNITY

83. The Trust may indemnify any Council member, auditor, reporting accountant, or other officer of the Trust against any liability incurred by him or her in that capacity to the extent permitted by sections 232 to 234 of the Companies Act.

DISPUTES

84. If a dispute arises between members of the Trust about the validity or propriety of anything done by the members of the Trust under these articles, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

DISSOLUTION

85. (1) The members of the Trust may at any time before, and in expectation of, its dissolution resolve that any net assets of the Trust after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Trust be applied or transferred in any of the following ways:
- (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (2) Subject to any resolution of the members of the Trust, the Council of the Trust may at any time before, and in expectation of, its dissolution resolve that any net assets of the Trust after all its debts and liabilities have been paid, or provision has been made for them, shall on dissolution of the Trust be applied or transferred:
- (a) directly for the Objects; or
 - (b) by transfer to any charity or charities for purposes similar to the Objects; or
 - (c) to any charity or charities for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the Trust be paid to or distributed among the members of the Trust (except to a member that is itself a charity) and, if no such resolution in accordance with article 84(1) is passed by the members or the Council, the net assets of the Trust shall be applied for charitable purposes as directed by the Court or the Commission.

INTERPRETATION

86. In Article 7 and sub-article (2) of Article 9 'connected person' means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the Council member;
- (b) the spouse or civil partner of the Council member or of any person falling within paragraph (1) above;
- (c) a person carrying on business in partnership with the Council member or with any person falling within paragraph (1) or (2) above;
- (d) an institution which is controlled -
 - (i) by the Council member or any connected person falling within paragraph (1), (2), or (3) above; or
 - (ii) by two or more persons falling within sub-paragraph d(i), when taken together;
- (e) a body corporate in which -
 - (i) the Council member or any connected person falling within paragraphs (a) to (c) has a substantial interest; or
 - (ii) two or more persons falling within sub-paragraph (e)(i) who, when taken together, have a substantial interest.
 - (iii) Section 89(5) and paragraphs 2 to 4 of Schedule 5 of the Charities Act (Northern Ireland) 2008 applies for the purposes of interpreting the terms used in this sub-article.

