

**The Companies Acts 1985 To 1989
The Companies Act 2006**

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

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION**

**SPARROWGROVE AND OAKWOOD COPSE
CONSERVATION TRUST**

Company No. 06602967

Incorporated 27 May 2008

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COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

**MEMORANDUM OF ASSOCIATION OF SPARROWGROVE AND OAKWOOD COPSE
CONSERVATION TRUST**

1 NAME

- 1.1 The name of the Charity is SPARROWGROVE AND OAKWOOD COPSE CONSERVATION TRUST ("SOCCT").

2 REGISTERED OFFICE

- 2.1 The registered office of the Charity is to be in England and Wales.

3 OBJECTS

- 3.1 The Objects are
- 3.1.1 To Promote the conservation, protection and improvement of the natural environment and biodiversity of Sparrowgove and Oakwood Copse, Hampshire
 - 3.2 To advance the education of the public in conservation and preservation of woodland conservation and natural environment

4 POWERS

- 4.1 The Charity has the following powers, which may be exercised only in promoting the Objects:
- 4.1.1 To acquire, own, maintain and conserve rural and recreational land located in the Designated Parishes;
 - 4.1.2 To provide access to the general public, subject to any limitations on the grounds of health, safety and protection of the environment, to all land owned by the Charity;
 - 4.1.3 To engage the public to develop and implement community based solutions to urban and rural community and countryside issues
 - 4.1.4 To provide resources to enable rural and urban communities to develop and implement projects that will protect the environment and benefit these communities and the countryside; and

- 4.1.5 To involve local ownership and local delivery of constituent projects in order to promote environmental conservation and protection and to engender the continued evolution of community projects within the Designated Parishes.
- 4.1.6 to promote or carry out research;
- 4.1.7 to provide advice;
- 4.1.8 to publish or distribute information;
- 4.1.9 to co-operate with other bodies;
- 4.1.10 to support, administer or set up other charities;
- 4.1.11 to raise funds (but not by means of taxable trading);
- 4.1.12 to borrow money and give security for loans (but only in accordance with the restrictions imposed by the Charities Act 1993 and the Charities Act 2006);
- 4.1.13 to acquire or hire property of any kind;
- 4.1.14 to let or dispose of property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- 4.1.15 to make grants or loans of money and to give guarantees;
- 4.1.16 to set aside funds for special purposes or as reserves against future expenditure;
- 4.1.17 to deposit or invest in funds in any manner (but to invest only after obtaining such advice from a financial expert as the Trustees consider necessary and having regard to the suitability of investments and the need for diversification);
- 4.1.18 to delegate the management of investments to a financial expert, but only on terms that:
 - (a) the investment policy is set down in writing for the financial expert by the Trustees;
 - (b) every transaction is reported promptly to the Trustees;
 - (c) the performance of the investments is reviewed regularly with the Trustees;
 - (d) the Trustees are entitled to cancel the delegation arrangement at any time;

- (e) the investment policy and the delegation arrangement are reviewed at least once a year;
 - (f) 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
 - (g) the financial expert must not do anything outside the powers of the Trustees;
- 4.1.19 to arrange for investments or other property of the Charity to be held in the name of a nominee company acting under the control of the Trustees or of a financial expert acting under their instructions, and to pay any reasonable fee required;
- 4.1.20 to deposit documents and physical assets with any company registered or having a place of business in England and Wales as custodian, and to pay any reasonable fee required;
- 4.1.21 to insure the property of the Charity against any foreseeable risk and take out other insurance policies to protect the Charity when required;
- 4.1.22 to pay for indemnity insurance for the Trustees;
- 4.1.23 subject to clause 5, to employ paid or unpaid agents, staff or advisers;
- 4.1.24 to enter into contracts to provide services to or on behalf of other bodies;
- 4.1.25 to establish or acquire subsidiary companies to assist or act as agents for the Charity;
- 4.1.26 to pay the costs of forming the Charity, and
- 4.1.27 to do anything else within the law which promotes or helps to promote the Objects.

5 BENEFITS TO MEMBERS AND TRUSTEES

- 5.1 The property and funds of the Charity must be used only for promoting the Objects and do not belong to the members but (subject to the restrictions in sections 73A to 73C of the Charities Act 1993):
- 5.1.1 members who are not Trustees may be employed by or enter into contracts with the Charity and receive reasonable payment for goods or services supplied;

- 5.1.2 members (including Trustees) may be paid interest at a reasonable rate on money lent to the Charity;
 - 5.1.3 members (including Trustees) may be paid a reasonable rent or hiring fee for property or equipment let or hired to the Charity, and
 - 5.1.4 individual members (including Trustees) who are also beneficiaries may receive charitable benefits in that capacity.
- 5.2 A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Charity except:
- 5.2.1 as mentioned in clauses 4.1.22 (indemnity insurance), 5.1.2 (interest), 5.1.3 (rent), 5.1.4 (charitable benefits) or 5.3 (contractual payments);
 - 5.2.2 reimbursement of reasonable out-of-pocket expenses (including hotel and travel costs) actually incurred in the administration of the Charity;
 - 5.2.3 an indemnity in respect of any liabilities properly incurred in running the Charity (including the costs of a successful defence to criminal proceedings);
 - 5.2.4 payment to any company in which a Trustee has no more than a 1 per cent shareholding, and
 - 5.2.5 in exceptional cases, other payments or benefits (but only with the written approval of the Commission in advance).
- 5.3 A Trustee may not be an employee of the Charity, but a Trustee or a connected person may enter into a contract with the Charity to supply goods or services in return for a remuneration if:
- 5.3.1 the goods or services are actually required by the Charity;
 - 5.3.2 the nature and level of the benefit meet the conditions set out in section 73A of the Charities Act 1993 and are set at a meeting of the Trustees in accordance with the procedure in clause 5.4, and
 - 5.3.3 no more than one (1) of the Trustees are interested in such a contract in any financial year.
- 5.4 Whenever a Trustee has a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, he or she must:
- 5.4.1 declare an interest before the meeting or at the meeting before discussion begins on the matter;

- 5.4.2 be absent from the meeting for that item unless expressly invited to remain in order to provide information;
 - 5.4.3 not be counted in the quorum for that part of the meeting, and
 - 5.4.4 be absent during the vote and have no vote on the matter.
- 5.5 This clause may not be amended without the written consent of the Commission in advance.

6 LIMITED LIABILITY

- 6.1 The liability of members is limited.

7 GUARANTEE

- 7.1 Every member promises, if the Charity is dissolved while he, she or it remains a member or within 12 months afterwards, to pay a sum not exceeding £5 towards the payment of the debts and liabilities of the Charity contracted before he or she ceased to be a member payment of the costs and expenses of winding up and adjustment of the rights of the contributors among themselves.

8 DISSOLUTION

- 8.1 If the Charity is dissolved, the assets (if any) remaining after provision has been made for all its liabilities must be applied in one or more of the following ways:
- 8.1.1 by transfer to one or more other bodies established for exclusively charitable purposes within, the same as or similar to the Objects;
 - 8.1.2 directly for the Objects or for charitable purposes which are within or similar to the Objects, or
 - 8.1.3 in such other manner consistent with charitable status as the Commission approve in writing in advance.
- 8.2 A final report and statement of account must be sent to the Commission.

9 INTERPRETATION

- 9.1 Words and expressions defined in the Articles have the same meanings in the Memorandum.
- 9.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

COMPANIES ACTS 1985, 1989 AND 2006

COMPANY LIMITED BY GUARANTEE

**ARTICLES OF ASSOCIATION OF
SPARROWGROVE AND OAKWOOD COPSE CONSERVATION TRUST**

1 MEMBERSHIP

- 1.1 The Charity must maintain a register of members.
- 1.2 Membership of the Charity is open to any individual or organisation interested in promoting the Objects who:
- 1.2.1 applies to the Charity in the form required by the Trustees;
 - 1.2.2 is approved by the Trustees, and
 - 1.2.3 pays the membership subscription recommended by the Trustees and approved by the members at the most recent AGM;
 - 1.2.4 signs the register of members or consents in writing to become a member either personally or (in the case of an organisation) through an authorised representative.
- 1.3 The Charity shall have the following classes of membership:

Class	Qualification
Individual Voting Member	Individuals resident in the Designated Parishes.
Corporate Voting Member	Local businesses and associations (including the Parish Councils of Compton and Shawford and Otterbourne (and any such successor entities)) located in the Designated Parishes.
Individual Non-Voting Member	Any individual who does not meet the qualification criteria of an Individual Voting Member
Corporate Non-Voting Member	Any business or association that does not meet the qualification criteria of an Corporate Voting Member

- 1.4 If a member ceases to meet the qualification requirement of a Voting Member, the member shall automatically be transferred in the register of members to the corresponding class of Non Voting Member.
- 1.5 Trustees may recommend:
- 1.5.1 additional classes of membership (including informal membership) and prescribe their respective privileges and duties; and
 - 1.5.2 the amounts of any membership subscriptions payable in respect of all classes of membership.
- 1.6 All recommendations of the Trustees on additional classes of membership and the amounts of any membership subscriptions shall be put to the members for approval at the AGM.
- 1.7 (Deleted)
- 1.8 Membership is terminated if the member concerned:
- 1.8.1 gives written notice of resignation to the Charity;
 - 1.8.2 dies or (in the case of an organisation) ceases to exist;
 - 1.8.3 is more than six months in arrear in paying the relevant membership subscription, if any (but in such a case the member may be reinstated on payment of the amount due), or
 - 1.8.4 is removed from membership by resolution of the Trustees on the ground that in their reasonable opinion the member's continued membership is harmful to the Charity. The Trustees may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member concerned puts forward within 14 clear days after receiving notice.
- 1.9 Membership of the Charity is not transferable.

2 GENERAL MEETINGS

- 2.1 Members are entitled to attend general meetings either personally or (in the case of a member organisation) by an authorised representative or by proxy. Proxy forms must be delivered to the Secretary at least 24 hours before the meeting. General meetings are called on at least 14 clear days' written notice specifying the business to be discussed.
- 2.2 There is a quorum at a general meeting if the number of Voting Members or authorised representatives present in person or by proxy is at least 10.

- 2.3 The Chairman or (if the Chairman is unable or unwilling to do so) some other Voting Member elected by those present presides at a general meeting.
- 2.4 Except where otherwise provided by the Articles or the Companies Acts, every issue is decided by a majority of the votes cast by the Voting Members only.
- 2.5 Every Voting Member present in person or through an authorised representative or by proxy has one vote on each issue.
- 2.6 The Trustees may call a general meeting and, on the requisition of the members pursuant to the provisions of the Companies Act 2006, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Companies Act 2006.
- 2.7 The Charity must hold an AGM in every year. However, so long as the Charity holds its first AGM within 18 months of its incorporation, it need not hold an AGM in the year of its incorporation or in the following year.
- 2.8 At an AGM the members:
- 2.8.1 receive the accounts of the Charity for the previous financial year;
 - 2.8.2 receive the Trustees' report on the Charity's activities since the previous AGM;
 - 2.8.3 accept the retirement of those Trustees who wish to retire or who are retiring by rotation;
 - 2.8.4 elect Trustees to fill the vacancies arising;
 - 2.8.5 appoint auditors for the Charity;
 - 2.8.6 may approve the recommendations of the Trustees on any new classes of members and the membership subscription;
 - 2.8.7 may confer on any individual (with his or her consent) the honorary title of Patron, President or Vice-President of the Charity, and
 - 2.8.8 may discuss and determine any issues of policy or deal with any other business put before them by the Trustees

3 THE TRUSTEES

- 3.1 The Trustees as charity trustees have control of the Charity and its property and funds.
- 3.2 The Trustees when complete consist of at least four and not more than eight

individuals, all of whom must be members aged over 18 years and Voting Members of the Charity at the date of appointment.

- 3.3 Subject to it being a Corporate Voting Member, each of the Parish Councils of (i) Compton and Shawford; and (ii) Otterbourne has the right to nominate one representative each as a Trustee who shall be a resident in the Designated Parishes.
- 3.4 Of the remaining six trustees, at least two shall be Voting Members resident or located in the parish of Compton and Shawford and at least two shall be Voting Members resident or located in the parish of Otterbourne (in each case with the parish boundaries being as designated at the date of incorporation of the Charity).
- 3.5 The subscribers to the Memorandum are the first Trustees.
- 3.6 Every Trustee after appointment or reappointment must sign a declaration of willingness to act as a charity trustee of the Charity before he or she may vote at any meeting of the Trustees.
- 3.7 With the exception of the first Trustees, all Trustees shall be appointed for a fixed term of office not exceeding three (3) years. Subject to clause 3.9, Trustees may offer themselves for re-election at the end of their term of office.
- 3.8 At least one (1) of the Trustees must retire at each AGM, those longest in office retiring first and the choice between any of equal service being made by drawing lots.
- 3.9 A retiring Trustee who remains qualified may be reappointed for a maximum of three (3) consecutive terms of office.
- 3.10 A Trustee's term of office automatically terminates if he or she:
 - 3.10.1 is disqualified under the Charities Act 1993 from acting as a charity trustee;
 - 3.10.2 is incapable, whether mentally or physically, of managing his or her own affairs;
 - 3.10.3 is absent without notice from four (4) consecutive meetings of the Trustees and is asked by a majority of the other Trustees to resign;
 - 3.10.4 ceases to be a Voting Member (but such a person may be reinstated by resolution passed by all the other Trustees on resuming membership of the Charity before the next AGM);
 - 3.10.5 resigns by written notice to the Trustees (but only if at least two Trustees will remain in office); or
 - 3.10.6 is removed by resolution of the Voting Members present and voting at a

general meeting after the meeting has invited the views of the Trustee concerned and considered the matter in the light of any such views.

- 3.11 Subject to clause 3.3, the Trustees may at any time co-opt any individual who is qualified to be appointed as a Trustee to fill a vacancy in their number or as an additional Trustee, but a co-opted Trustee holds office only until the next AGM, when they may offer themselves for election.
- 3.12 A technical defect in the appointment of a Trustee of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

4 TRUSTEES' PROCEEDINGS

- 4.1 The Trustees must hold at least three (3) meetings each year.
- 4.2 A quorum at a meeting of the Trustees is at least fifty percent (50%) of the number of Trustees.
- 4.3 A meeting of the Trustees may be held either in person or by suitable electronic means agreed by the Trustees in which all participants may communicate with all the other participants.
- 4.4 The Chairman of the Trustees shall be a Trustee and shall be appointed for a two year term. The Chairman should alternate between a Trustee who is a Voting Member resident or located in the parish of Compton and Shawford and a Trustee who is a Voting Member resident or located in the parish of Otterbourne. Priority should be given to appointment from the alternate parish. If a suitable candidate is not forthcoming from that parish the trustees may by a unanimous decision agree to appoint from the current parish including the re-appointment of the existing Chairman for a further term. This appointment to be noted at the next AGM.
- 4.5 The Chairman or (if the Chairman is unable or unwilling to do so) some other Trustee chosen by the Trustees present presides at each meeting.
- 4.6 Every issue may be determined by a majority of at least 75% of the votes cast at a meeting, but a written resolution signed by all the Trustees is as valid as a resolution passed at a meeting. For this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.
- 4.7 A procedural defect of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

5 TRUSTEES' POWERS

- 5.1 The Trustees have the following powers in the administration of the Charity:

- 5.1.1 to appoint (and remove) any member (who may be a Trustee) to act as Secretary in accordance with the Companies Acts;
- 5.1.2 to appoint a Chairman, Treasurer and other honorary officers from among their number;
- 5.1.3 to delegate any of their functions to committees consisting of two or more individuals appointed by them. At least two (2) members of every committee must be Trustees and all proceedings of committees must be reported promptly to the Trustees;
- 5.1.4 to make standing orders consistent with the Memorandum, the Articles and the Companies Acts to govern proceedings at general meetings and to prescribe a form of proxy;
- 5.1.5 to make rules consistent with the Memorandum, the Articles and the Companies Acts to govern their proceedings and proceedings of committees;
- 5.1.6 to make regulations consistent with the Memorandum, the Articles and the Companies Acts to govern the administration of the Charity and the use of its seal (if any);
- 5.1.7 to establish procedures to assist the resolution of disputes or differences within the Charity, and
- 5.1.8 to exercise any powers of the Charity which are not reserved to a general meeting.

6 RECORDS AND ACCOUNTS

- 6.1 The Trustees must comply with the requirements of the Companies Acts and of the Charities Act 1993 (as amended) as to keeping financial records, the audit of accounts and the preparation and transmission to the Registrar of Companies and the Commission of:
 - 6.1.1 annual returns;
 - 6.1.2 annual reports, and
 - 6.1.3 annual statements of account.
- 6.2 The Trustees must keep proper records of:
 - 6.2.1 all proceedings at general meetings;
 - 6.2.2 all proceedings at meetings of the Trustees;

- 6.2.3 all reports of committees, and
- 6.2.4 all professional advice obtained.
- 6.3 Accounting records relating to the Charity must be made available for inspection by any Trustee at any time during normal office hours and may be made available for inspection by members who are not Trustees if the Trustees so decide.
- 6.4 A copy of the Charity's latest available statement of account must be supplied on request to any Trustee or member. A copy must also be supplied, within two months, to any other person who makes a written request and pays the Charity's reasonable costs.

7 NOTICES

- 7.1 Notices under the Articles may be sent by hand, by post or by suitable electronic means or (where applicable to members generally) may be published in any suitable journal or newspaper circulating in area of benefit or any journal distributed by the Charity or by means of a website in accordance with s. 309 Companies Act 2006.
- 7.2 The only address at which a member is entitled to receive notices sent by post is an address in the U.K. shown in the register of members. In relation to electronic communications, "address" includes any number or address used for the purpose of such communications.
- 7.3 Any notice given in accordance with these Articles is to be treated for all purposes as having been received:
 - 7.3.1 24 hours after being sent by electronic means or delivered by hand to the relevant address;
 - 7.3.2 two clear days after being sent by first class post to that address;
 - 7.3.3 three clear days after being sent by second class or overseas post to that address;
 - 7.3.4 on the date of publication of a newspaper containing the notice;
 - 7.3.5 on being handed to the member (or, in the case of a member organisation, its authorised representative) personally; or, if earlier,
 - 7.3.6 as soon as the member acknowledges actual receipt.
- 7.4 A technical defect in the giving of notice of which the Trustees are unaware at the time does not invalidate decisions taken at a meeting.

8 DISSOLUTION

- 8.1 The provisions of the Memorandum relating to dissolution of the Charity take effect as though repeated here.

9 INTERPRETATION

- 9.1 In the Memorandum and in the Articles, unless the context indicates another meaning:

AGM means an annual general meeting of the Charity;

area of benefit means the area within the Designated Parishes;

the Articles means the Charity's articles of association;

authorised representative means an individual who is authorised by a member organisation to act on its behalf at meetings of the Charity and whose name is given to the Secretary;

beneficiaries means any charitable association established to provide benefits within the Designated Parishes;

Chairman means the chairman of the Trustees;

the Charity means the company governed by the Articles;

charity trustee has the meaning prescribed by section 97(1) of the Charities Act 1993;

clear days means, in relation to a period of notice, means 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 Commission means the Charity Commissioners for England and Wales;

the Companies Acts mean the Companies Act 1985 including any statutory modification thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force;

connected person means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Trustee, a person carrying on business in partnership with a Trustee or an institution that is controlled by a Trustee or a connected person or any company of which a Trustee or a connected person has a substantial interest;

custodian means a person or body who undertakes safe custody of assets or of documents or records relating to them;

Designated Parishes means the area within the parishes boundaries of (i) Compton and Shawford; and (ii) Otterbourne (in each case as such parish boundaries are designated as at the date of incorporation of the Charity) both being parishes in the County of Hampshire;

financial expert means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

financial year means the Charity's financial year;

firm includes a limited liability partnership;

indemnity insurance means insurance against personal liability incurred by any Trustee for an act or omission which is or is alleged to be a breach of trust or breach of duty, unless the Trustee concerned knew that, or was reckless whether, the act or omission was a breach of trust or breach of duty;

informal membership refers to a supporter who may be called a 'member' but is not a member of the Charity.

member and **membership** refer to membership of the Charity as evidenced by the entry of the name of the individual or organisation on the register of members of the Charity;

Memorandum means the Charity's Memorandum of Association;

month means calendar month;

nominee company means a corporate body registered or having an established place of business in England and Wales;

Non Voting Members means each and every Individual Non Voting Member and Corporate Non Voting Member and each and every member of any additional class of member that is approved at an AGM as not having voting rights;

the Objects means the Objects of the Charity as defined in clause of the Memorandum;

remuneration has the meaning prescribed by s. 73B Charities Act 1993;

Secretary means the company secretary of the Charity;

taxable trading means carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax;

Trustee means a director of the Charity and Trustees means the directors;

Voting Members means each and every Individual Voting Member and representatives of Corporate Voting Member and each and every member of any additional class of member that is approved at an AGM as having voting rights;

written or in **writing** refers to a legible document on paper not including a fax message, and

year means calendar year.

- 9.2 Unless the context otherwise requires, words or expression contained in the Articles bear the same meaning as in the Companies Acts.
- 9.3 Save to the extent expressly provided for in these Articles, no regulation contained in any statute or subordinate legislation, including but not limited to the regulations contained in Table C in the schedule to the Companies (Table A to F) Regulations 1985 as amended, shall apply to the Charity.
- 9.4 References to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.