

Falklands Conservation

MEMORANDUM

and

ARTICLES OF ASSOCIATION



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Registered in England and Wales as a Company Limited by Guarantee Number 3661322
Registered as an Overseas Company in the Falkland
Registered Charity Number 1073859

Revised as at 25 October 2001

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THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

MEMORANDUM OF ASSOCIATION OF
FALKLANDS CONSERVATION

Plain English Base

1. **Name of Company**

The name of the Company is, Falklands Conservation, called in this document "the Company".

2. **Registered Office**

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

3. **Objects of the Company**

3.1 The objects of the Company are:

- (a) To undertake scientific research in the wildlife and environment of the Falkland Islands and their surrounding seas and to publish the results of such research;
- (b) to conserve the wildlife and environment of the Falkland Islands and its surrounding seas for the benefit of the public;
- (c) to educate the public in the principles and practice of nature conservation
- (d) to protect and preserve the cultural and historic heritage of the Falkland Islands
- (e) to carry out any other charitable activity.

4. **What the Company may do**

4.1 The Company may do anything lawful that may be necessary in order to promote its Objects, including the use of the following powers:

- (a) to construct alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment the buildings and any other premises or structure or land which the Company may need for its Objects

(b) to employ and pay any employees, officers, servants and professional or other advisers

(c) subject to any consents required by law to raise funds and borrow moneys invite and receive contributions or grants or enter into contracts to seek subscriptions or raise monies in any other way

(d) subject to any consent required by law to buy, take on lease, sell, lease or otherwise dispose of, hire, charge or mortgage or acquire any land or property of any sort and give or receive any guarantee or indemnity

(e) to promote, encourage or undertake study or research and disseminate the results of such

(f) to produce, print and publish anything in written, oral or visual media in furtherance of the objects

(g) to provide or procure the provision of services training, consultancy, advice, support, counselling and guidance in furtherance of the objects or any of them

(h) to promote and advertise the Company's activities

(i) to invest any money that the Company does not immediately need in any investments, securities or properties

(j) to undertake any charitable trust or any charitable agency business which may promote the Company's Objects

(k) to make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees or their wives, husbands and other dependants

(l) to carry on trade insofar as either the trade is exercised in the course of the actual carrying out of a primary object of the Company or the trade is temporary and ancillary to the carrying out of the objects of the company.

(m) to establish, promote and otherwise assist any limited company or companies for the purpose of acquiring any

property or of furthering in any way the objects of the Company through trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance the same if the Board of Trustees sees fit by way of loan or share subscription on commercial terms provided that the Company shall seek professional advice before financing such companies.

(n) to establish support or join with any charitable companies, institutions, societies or associations whose objects are the same as or similar to its own

(o) to purchase or otherwise acquire any of the property, assets and liabilities of any of the charities, institutions, societies or associations with which the Company is authorised to join, and perform any of their engagements

(p) to transfer any of the Company's property, assets, liabilities and engagements to any of the charities, institutions, societies or associations with which the Company is authorised to join

(q) to open and operate banking accounts and other banking facilities

(r) to enter into any arrangements with any governments, authorities or any person, company or association necessary to promote any of the Company's Objects

(s) to insure any risks arising from the Company's activities

(t) to insure the Trustees against the costs of a successful defence to a criminal prosecution brought against them as charity trustees or against personal liability incurred in respect of any 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

(u) to make such ex gratia payments as are considered reasonable and fair, with the consent of the Charity Commissioners.

(v) to pay all the expenses and costs of establishing this Company.

(w) to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment provided always that:

(i) the Managers shall be authorised to carry on investment business under the provisions of the Financial Services Act 1986;

(ii) the delegated powers shall be exercisable only within clear policy guidelines drawn up in advance by the Company;

(iii) the Managers shall be under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers of the Company within 14 days and report regularly on the performance of investments managed by them;

(iv) the Company shall be entitled at any time to review, alter or terminate the delegation or the terms thereof;

(v) the Company shall be bound to review the arrangements for delegation at intervals not (in the absence of special reasons) exceeding 12 months but so that any failure by the Company to undertake such reviews within the period of 12 months shall not invalidate the delegation;

(vi) the Company shall be liable for any failure to take reasonable care in choosing the Managers; fixing or enforcing the terms upon which the Managers are employed; requiring the remedy of any breaches of those terms and otherwise supervising the Managers but otherwise shall not be liable for any acts and defaults of the Managers;

(x) to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock

Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.

5. Use of income and property

5.1 The income and property of the Company shall be applied solely towards the promotion of its objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to Members of the charity and no Trustee may be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as shown below under 'Allowed Payments'.

6. Allowed Payments

6.1 The Company may pay:

(a) Reasonable and proper payment to any officer or servant of the Company who is not a member of its Board for any services to the Company

(b) Reasonable and proper remuneration to any Trustee for services undertaking in the administration of the Company or for services undertaken for the Company generally
PROVIDED THAT:

(i) the number of Trustees so remunerated shall not exceed a minority of the quorum of the Board of Trustees;

(ii) such Trustees shall be absent from those parts of trustee meetings at which the terms and conditions of his or her employment with the Company are discussed;

(iii) such Trustees shall not vote on any resolution relating to his or her employment;

(iv) the other Trustees are satisfied that his or her employment, or that of his or her firm, is both necessary and expedient in the interests of the Company;

(c) Interest on the money lent by any member of the Company or its Board of Trustees. The annual rate of

interest must not be more than 2% below the base rate of one of the clearing banks or a rate of 3% whichever is the greater

(d) Reasonable out-of-pocket expenses to any Trustee

(e) Reasonable and proper payment to a company of which a Trustee holds not more than a hundredth of the capital

(f) Reasonable and proper rent of premises demised or let by any Member of the Company or Trustee

(g) All reasonable and proper premiums in respect of indemnity insurance effected in accordance with the powers in this Memorandum

PROVIDED THAT no Member of the Company or Trustee shall be present during the discussion of or vote on any decision to borrow money from or pay rent to that person.

7. Alterations to this Memorandum

7.1 No alterations to this Memorandum may be made which would cause the Company to cease to be a charity in law. Other alterations to this Memorandum may only be made by special resolution. For a special resolution to be valid, 21 clear days' notice of it must be given, and 75% of those voting must be in favour of it. Such a resolution may be passed on less notice if 95% of the total number of Members having the right to vote agree.

7.2 Alterations may only be made to the objects of the Company or any clause of this memorandum or articles which directs or restricts the way monies or the property of the Company may be used, with the Charity Commission's prior written consent.

7.3 The Charity Commission and the Companies Registrar must be informed of alterations and all future copies of the Memorandum issued must contain the alteration.

8. Limited Liability

8.1 The liability of the Members is limited.

9. Guarantee by Members of the Company

9.1 Every Member of the Company agrees to contribute to the Company £1 or any smaller amount required if:

(a) The Company is wound-up while he or she is a Member or within a year afterwards; and

(b) The Company has debts and liabilities which it cannot meet out of its assets.

10. **Winding-up of the Company**

10.1 If the Company is wound-up or dissolved, and there remains any property after all debts and liabilities have been met, the property must not be distributed among the Members of the Company. Instead it must be given or transferred to some other charitable institution or institutions. This other institution must have similar Objects to those of the Company and must prohibit the distribution of its income and property among its Members to an extent at least as great as that required by these Memorandum of Association.

10.2 The institutions must be chosen by the Members of the Company at or before the time when the Company is wound-up or dissolved and if that cannot be done then to some other institution with charitable objects.

11. **Subscribers**

We, the people whose names, addresses and descriptions are written below, wish to form into a company with this Memorandum of Association

Signatures, addresses and occupations of Subscribers

JOHN CROXALL
3 Oakington Road,
Girton, Cambridge.
Research Scientist

LEWIS CLIFTON
53 Davis Street
Stanley, Falkland Islands.
Company Director.

Dated this 9th day of July 1998

Witness to the above signatures

Name Ann Eliabeth Brown

Address 1 Princes Avenue, Finchley, London N3 2DA, UK.

Occupation Charity Administrator

THE COMPANIES ACTS 1985 AND 1989

Company Limited by Guarantee and not having a Share Capital

ARTICLES OF ASSOCIATION OF
FALKLANDS CONSERVATION

1. **Meaning of Words**

1.1 In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context :

1.2 Words	Meanings
Act	The Companies Acts 1985 and 1989 and as amended by subsequent Acts
The Company	Falklands Conservation
The Articles	These Articles of Association and the regulations of the Company
The Board of Trustees	The Board of Trustees of the Company whose members are the directors of the Company and as such are charity trustees
Member	Any Individual, Family, Group or Corporate body admitted to membership of the Company
The Office	The registered office of the Company
The Seal	The common seal of the Company
The United Kingdom	Great Britain and Northern Ireland

Month Calendar month

In writing Written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form

1.3 Words in the singular form include the plural and vice versa.

1.4 The words "person" or "people" include corporations.

1.5 Apart from the words defined above, any words or expression defined in the Act or any change to Act in force when these Articles become binding on the Company will have the same meanings in these Articles, provided they are consistent with the subject or context.

1.6 Headings are not part of the Memorandum or Articles.

2. The Constitution of the Company; Rights of Inspection by Members

2.1 The Company is established for the Objects shown in the Memorandum of Association.

2.2 A copy of the Memorandum and Articles and any rules the Board of Trustees make must be available for inspection at the Office and the Company's main premises in the Falkland Islands. Any Member must be given a copy of these on payment of a reasonable fee fixed by the Board of Trustees.

3. Members

3.1 The number of Members of the Company is unlimited.

3.2 The Company must keep at the Office a register of Members showing their name, address and date of membership.

3.3 The register is available for inspection.

4. Membership

4.1 Membership is open to the following irrespective of political party, nationality, religious opinion, sex, race or colour:

4.2 Individual Members

(a) The Subscribers

(b) Anyone that the Board of Trustees decides to admit to membership.

Individual Members have the right to attend and vote at general meetings.

4.3 Family Members

Family Members are those families or households whom the Board of Trustees decides to admit to membership. Family Members have the right to appoint two representatives who have the right to attend and vote at general meetings.

4.4 Honorary Members

Honorary Members are those individuals admitted to membership without the need to pay a subscription fee. Honorary Members do have the right to attend and vote at general meetings.

4.5 Group or Corporate Members

Group or Corporate Members are the organisations whom the Board of Trustees decides to admit to membership.

4.6 Each Group or Corporate Member has the right to appoint in writing one representative. At any time by giving notice in writing to the Company, the Group or Corporate Member can cancel the appointment of its representative and appoint another instead. The Group or Corporate Member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

4.7 Group or Corporate Members stop being Members in the same way as Individual Members stop being Members.

4.8 All members except Honorary Members must pay an annual subscription, the amount of such subscription and dates for

payment to be fixed from time to time by the Board of Trustees.

5. No transfer of Membership

5.1 None of the rights of any Member of the Company may be transferred or transmitted to any other person.

6. Ending of Membership

6.1 A Member stops being a Member of the Company if:

(a) the Member resigns from membership by giving notice in writing to the Company

(b) membership is ended under Article 7

(c) the Member's subscription remains unpaid six months after it is due and the Board of Trustees resolves to end that person's membership.

6.2 However, the Board of Trustees may make a resolution allowing anyone no longer eligible for membership to remain a Member on such terms as it thinks fit.

7. Removal from Membership

7.1 The Board of Trustees may suspend the rights of any Member by giving him or her notice in writing of the suspension.

7.2 Within 28 days of receiving that notice the Member can send or give an appeal in writing to the Company against the suspension. If no appeal is received, the Member automatically stops being a Member. If an appeal is received within the time limit, the suspension must be considered by the next meeting of the Board of Trustees. The Member has the right to be heard at the meeting. The meeting must either confirm the suspension, in which case the person is out of Membership, or lift the suspension.

8. General Meetings

8.1 Each calendar year, the Company must hold an annual general meeting in addition to any other general meeting in that year. The annual general meeting must be specified as such in the notices calling it. The first annual general meeting

must be held within 18 months of the incorporation of the Company after which not more than 15 months must pass between one annual general meeting and the next.

9. Extraordinary General Meetings

9.1 All general meetings except annual general meetings are called extraordinary general meetings.

10. Calling of Extraordinary General Meetings

10.1 The Board of Trustees may call an extraordinary general meeting whenever they wish. Such a meeting must also be called if at least 5% of the Members of the Company request it.

11. Notice of Meetings

11.1 An annual general meeting and a meeting called for the passing of a special resolution must be called by giving at least 21 clear days' notice in writing. Other meetings of the Company must be called by giving at least 14 clear days' notice in writing. These notices must specify the place, date and time of the meeting. If special business is to be discussed, full details or the general nature of the business must be given. Notice of the meeting must be given to everyone entitled by these Articles to receive it.

11.2 However, even if shorter notice is given than that required above, the meeting will be treated as having been correctly called if it is so agreed:

(a) in the case of an annual general meeting, by all the Members entitled to attend and vote at it; or

(b) in the case of any other meeting, by a majority of the Members who have a right to attend and vote. But this majority must represent at least 95% of the total membership of the Company Members who have voting rights.

12. Ordinary and Special Business at General Meetings

12.1 At an extraordinary general meeting all business will be treated as special business. At an annual general meeting all business will be treated as special except the

consideration of accounts and balance sheets, the reports of the Trustees and Auditors, the election of Trustees in place of those retiring, the appointment of Auditors, and the fixing of the payments to the Auditors.

13. Quorum

13.1 Business may be done at a general meeting only if a quorum of Members is present when the meeting begins to deal with its business. A quorum is 10 (ten) unless shown differently below.

14. Adjournment if no Quorum

14.1 If the meeting is called by the demand of Members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in another way, the meeting must be adjourned to another day, time and place as the Board of Trustees may decide.

14.2 If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the Members present will be a quorum.

15. Chairperson

15.1 The Chairperson (if any) of the Board of Trustees must preside as Chairperson at every general meeting of the Company. If there is no Chairperson, or if he/she will not be present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Trustees present must elect one of their number to be Chairperson of the meeting.

16. Election of Chairperson by Members

16.1 If at any meeting no Trustee is willing to act as Chairperson or if no Trustee is present within 15 minutes after the appointed starting time, the Members present must choose one of their number to be Chairperson of the meeting.

17. Adjournment of the Meeting

17.1 The Chairperson may, with the consent of any meeting at which a quorum is present (and must if so directed by the

meeting), adjourn the meeting from time to time and from place to place. But no business may be done at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.

17.2 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

18. Voting on Resolutions

18.1 At any general meeting a resolution put to the vote of the meeting is decided by a simple majority on a show of hands unless a poll is demanded (before or after the result of the show of hands is declared). A poll can be demanded by the Chairperson or at least two Members who are present. Proxy votes are allowed.

19. Declaration of Chairperson is Final

19.1 Unless a poll is demanded, the Chairperson's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result.

19.2 The demand for a poll may be withdrawn.

20. When a poll is taken

20.1 A poll must be taken immediately, if it is correctly demanded to elect a Chairperson or to decide upon an adjournment. Polls about other things will be taken whenever the Chairperson says so. Business which is not the subject of a poll may be dealt with before or during the poll.

20.2 The Chairperson will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

21. Voting and Speaking at General Meetings

21.1 Members rights to vote are as set out in Article 4. The Chairperson has a right to vote and if the votes are level,

the Chairperson has a casting vote.

21.2 A Trustee shall have the same rights to attend and speak as a Member.

22. Written Agreement to Resolution

22.1 Unless the law says otherwise, Members may pass a valid resolution without a meeting being held. But for the resolution to be valid:

(a) it must be in writing;

(b) it must be signed by all those Members (or their duly authorised representatives) entitled to receive notice to attend general meetings

(c) it may consist of two or more documents in identical form signed by Members.

23. Management by Trustees

23.1 The business of the Company is managed by the Board of Trustees. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company. But the Trustees are at all times governed first by the Act, second by the Memorandum and Articles, and third by any regulations that a general meeting may prescribe.

23.2 General meetings cannot make a regulation that overrides the Memorandum and Articles. Nor can they make one which invalidates any prior act of the Trustees which would otherwise have been valid.

24. Powers of the Board of Trustees

24.1 The Board of Trustees may subject to such consents as the law requires use all the powers of the company to:

(a) borrow money;

(b) mortgage or charge its property or any part of it;

(c) issue debentures, debenture stock or other securities,

whether outright or as security for any debt, liability or obligation of the Company or any charitable third party;

- (d) resolve pursuant to the Memorandum of Association to effect indemnity insurance notwithstanding their interest in such a policy.

25. Payment of Subscriptions

- 25.1 All Members except Honorary Members must pay the subscriptions that the Board of Trustees may decide from time to time.

26. Cheques and Bills etc

- 26.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for money paid to the Company shall indicate the name of the Company in full and must be signed, drawn, accepted, endorsed, or otherwise made in the way that the Board of Trustees decides from time to time and cheques shall be signed by two Trustees or one Trustee and the Company Secretary unless the Board of Trustees otherwise decides.

27. Indemnity of members of the Board of Trustees

- 27.1 In the management of the affairs of the Company no Trustee shall be liable for any loss to the property of the Company arising by reason of improper investment made in good faith (so long as he or she shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or her or by any other Trustee hereof in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Trustee hereof or by reason of any other matter or thing other than wilful and individual fraud, wrongdoing or wrongful omission on the part of the Trustee who is sought to be made liable.
- 27.2 Subject to the provisions of the Act but without prejudice to any indemnity to which a Trustee may otherwise be entitled every Trustee or other officer or auditor of the Company shall be indemnified out of the assets of the

Company against any liability incurred by him or her in defending any proceedings whether civil or criminal in which judgement was given in his or her favour or in connection with any application in which relief is granted to him or her by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and against all costs, charges, losses, expenses or liabilities incurred by him or her in the execution and discharge of his or her duties or in relation thereto.

28. Payment of reasonable expenses to Trustees

28.1 The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration save as permitted in the memorandum of association.

29. The Keeping of Minutes

29.1 The Board of Trustees must have minutes entered in the minute books:

- (a) of all appointments of officers by the Board of Trustees;
- (b) of the names of the Trustees present at each of its meetings and of any committee of Trustees;
- (c) of all resolutions and proceedings at all meetings of:
 - (i) The Company;
 - (ii) The Board of Trustees;
 - (iii) Subcommittees of the Board of Trustees.

30. The Make-up of the Board of Trustees

30.1 The first Board of Trustees consists of those people named in the Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or appointed by them. They hold office until the first annual general meeting.

30.2 After that, the Board of Trustees shall consist of:

- (i) Not more than 12 elected members resident in the Falkland Islands;
- (ii) Not more than 9 elected members resident elsewhere;
- (iii) Not more than 5 extra Trustees who are co-opted.

30.3 Nominations for Trustees must be made in writing to the Company Secretary not less than 28 days before the date of the general meeting and must state the full name and address of the person nominated. The nomination must be signed by the proposer and seconder of the nomination (who must both be Members) and by the proposed trustee stating his or her willingness to be a Trustee.

30.4 Voting for election of Trustees is as set out in Article 18.1. Members who cannot attend the meeting can nominate a Member attending to act as their proxy and vote on their behalf.

31. Retirement of Trustees

31.1 At each annual general meeting for each of the two groups of elected Trustees one third of the total number of places available shall be vacated. All are eligible for re-election.

31.2 The Trustees to retire in every year shall be those who have been longest in office since their last election. As between Trustees of equal seniority in length of term of service, the Trustees to retire shall, in the absence of agreement, be determined by lot.

32. Change in Make-up and Number of the Board of Trustees

The make-up and number of the Board of Trustees may be varied. Variation can only be by resolution approved by two-thirds of the Board of Trustees and ratified at a general meeting by a majority vote of the Members present at the meeting.

33. Notification of Change of Trustees to the Registrar of Companies

33.1 All appointments, retirements or removals of Trustees must be notified to the Registrar of Companies.

34. Co-option of members of the Board of Trustees

34.1 The Board of Trustees can appoint anyone to fill a vacancy in the Board of Trustees or can co-opt additional Trustees. But no more than five extra Trustees may be co-opted. They will hold office until the next annual general meeting. They will be eligible for re-election.

35. Ending of membership of the Board of Trustees

35.1 A Trustee must cease to be a Trustee if he or she:

- a) becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
- b) becomes barred from being a Trustee because of any order made under the Act or by virtue of Section 72 of the Charities Act 1993; or
- c) becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs; or
- d) resigns the office by notice in writing to the Company but only if at least two Trustees will remain in office when the resignation takes effect; or
- e) is directly or indirectly involved in any contract with the Company and fails to declare the nature of his or her interest in the proper way. The proper way is by giving notice at the first meeting at which the contract is discussed or the first meeting after the member became interested in the contract; or
- f) is removed from office.

36. Removal of a Trustee by a General Meeting

36.1 A general meeting of the Company may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Trustee may say.

36.2 Removal can take place only by the Company passing an ordinary resolution saying so. At least 28 days' notice must be given to the Company and at least 21 days' notice

to the Members. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting.

37. Removal of a Trustee by the Board of Trustees

37.1 If a Trustee:

- (a) fails to attend three consecutive meetings of the Board of Trustees;
- (b) in the case of a Trustee resident in the Falkland Islands, fails to attend three consecutive meetings of the Falkland Islands Committee; or
- (c) to attend [one] meeting of the Board of Trustees in any twelve-month period

the Board of Trustees may resolve that he or she be removed from the Board of Trustees. The Trustee must be given at least 7 days' notice in writing of the resolution.

38. Meetings of the Board of Trustees

38.1 The Board of Trustees may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles. The Board of Trustees will usually meet at least twice a year. Board of Trustees meetings can take place by conference, telephone calls or by videoconference.

38.2 Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chairperson. If the votes are equal, the Chairperson has a casting vote. Voting may be in person or by proxy.

38.3 A Trustee may, and the Secretary if requested by a Trustee must, summon a meeting of the Trustees.

39. Officers of the Board of Trustees

39.1 The Board of Trustees may elect a Chairperson from one of its number, Secretary, Treasurer and any other officers that it wishes.

40. President and Vice Presidents

The Board of Trustees can appoint a President and Vice Presidents of the Company. The President and Vice Presidents must be Members of the Company but need not be Trustees. Any such appointment is for five years unless indicated otherwise and postholders would be eligible for re-election.

41. Quorum of the Board of Trustees

41.1 A general meeting of the Company must fix the quorum necessary for business to be done at a Board of Trustees meeting. The quorum must be at least a third of the Trustees subject to a minimum of five.

42. Vacancies on the Board of Trustees

42.1 The Board of Trustees may act despite any vacancy on the Board. But if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Company.

43. A Resolution may be approved by Signature without a Meeting

43.1 A resolution in writing signed by all the Trustees or any sub-committee is as valid as if it had been passed at a properly held meeting of the Board of Trustees or sub-committee. The resolution may consist of several documents in the same form signed by one or more Trustees.

44. Validity of Acts Done at Meetings

44.1 It may be discovered that there was some defect in the appointment of a Trustee or someone acting as a Trustee or that he or she was disqualified. If this is discovered, anything done before the discovery at any meeting of the Board of Trustees is as valid as if there were no defects or disqualification.

45. Delegation of Board of Trustees Powers to Sub-Committees

45.1 The Board of Trustees may delegate the administration of any of its powers to Committees consisting of two or more Trustees. A sub-committee must conform to any regulations that the Board of Trustees imposes on it.

45.2 The Trustees on the sub-committee may (unless the Board of Trustees directs otherwise) co-opt any person or people to serve on the sub-committee.

45.3 All acts and proceedings of the sub-committee must be reported to the Board of Trustees as soon as possible.

46. Falkland Islands Committee

46.1 The Falkland Islands Committee is a sub-committee of the Board of Trustees made up of those Trustees resident in the Falkland Islands from time to time. It has full delegated powers to administer all matters relating to the Company's activities and funding in the Falkland Islands.

46.2 The quorum of a meeting of the Falkland Islands Committee is five.

46.3 The Falkland Islands Committee must provide reports of their meetings to the Board of Trustees and must convene an annual meeting giving notice to all Members resident in the Falkland Islands. The purpose of this meeting is to report to the Members on the Company's work in the Falkland Islands.

47. Chairperson of Sub-Committees

47.1 A sub-committee may elect a Chairperson of its meetings if the Board of Trustees does not nominate one.

47.2 If at any meeting the sub-committee's Chairperson is not present within 10 minutes after the appointed starting time, the Trustees present may choose one of their number to be Chairperson of the meeting.

48. Meetings of Sub-Committees

48.1 A sub-committee may meet and adjourn whenever it chooses.

48.2 Questions at the meeting must be decided by a majority of votes of the Trustees present.

48.3 The sub-committee must have minutes entered in minute books. Copies of these minutes must be given to all Trustees.

COMPANY SECRETARY

49. Appointment and Removal of the Company Secretary

49.1 The Trustees appoint the Company Secretary. They decide his or her period of office, pay (if not a Trustee) and conditions of service. They may also remove the Company Secretary.

50. Actions of Directors and Company Secretary

50.1 The Act says that some actions must be taken both by a Trustee (a Director) and by the Company Secretary. If one person is both a Trustee and the Company Secretary, it is not enough for him or her to do the action first as a Trustee and then as Company Secretary.

51. The Seal

51.1 If the Company shall decide to use a Company Seal the Board of Trustees must provide safe custody of the Seal.

51.2 The Seal may only be used by the authority of the Board of Trustees or of a sub-committee authorised by the Board of Trustees to use it.

51.3 Everything to which the Seal is affixed must be:

- a) signed by a Trustee; and
- b) countersigned by the Company Secretary or by a second Trustee or by some other person appointed by the Board of Trustees for that purpose.

ACCOUNTS

52. Proper Accounts must be Kept

52.1 The Board of Trustees must have proper books of account kept in accordance with the law. In particular, the books of account must show:

- a) all amounts received and spent by the Company, and for what;

- b) all sales and purchases by the Company;
- c) the assets and liabilities of the Company.

52.2 The books of account must give a true and fair view of the state of the Company's affairs and explain its transactions. Otherwise they are not proper books of account.

53. Books must be Kept at the Office

53.1 The books of account must be kept at the Registered Office of the Company or at other places decided by the Board of Trustees. The books of account must always be open to inspection by Trustees.

54. Inspection of Books

54.1 The Board of Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by Members who are not on the Board of Trustees. A Member who is not on the Board of Trustees may only have the right to inspect a book of account or document of the Company if the right is given by law or authorised by the Board of Trustees or a general meeting.

55. Profit and Loss Account and Balance Sheets

55.1 The Board of Trustees must, for each accounting reference period, put before a general meeting of the Company :

- a) a statement of financial activities and income and expenditure accounts;
- b) a report by the Board of Trustees on the state of the Company as required by the law
- c) a balance sheet; and
- d) such other reports statements or accounts as are from time to time required by law

55.2 The Board of Trustees must file with the Companies Registrar the annual returns that are required.

56. Copies for Members

56.1 Certain documents must be sent to Members at least 21 days

before the date of the general meeting. These documents are:

- a) a copy of every balance sheet (including every document required by law to be attached to it) which is to be laid before the Company at the general meeting;
- b) a copy of any report from Reporting Accountants or Auditors; and
- c) a copy of the report of the Trustees.

56.2 But this Article does not require a copy of these documents to be sent to anyone whose address the Company does not know.

57. Appointment of Reporting Accountants or Auditors

57.1 The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

58. Service of Notices

58.1 The Company may give notice to any Member either personally or by delivering it or sending it by ordinary post or airmail post to his or her registered address. If a notice is sent by post, it will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing the notice. Notices sent to an address within the United Kingdom will be treated as having been received 48 hours after the envelope containing it was posted if posted by first class post and 72 hours after posting if posted by second class post. Notices sent to an address outside the UK will be treated as having been received 10 days after the envelope containing it was posted.

59. Accidental Omission of Notice

59.1 Sometimes a person entitled to receive a notice of a meeting does not get it because of accidental omission or some other reason. This does not invalidate the proceedings of that meeting.

60. Who is Entitled to Notice of General Meetings

60.1 Notice of every general meeting must be given to

- a) every Member (except those Members who lack a registered address within the United Kingdom or the Falkland Islands and have not given the Company an address for notices within the United Kingdom or the Falkland Islands);
- b) Reporting Accountants or Auditor of the Company;
- c) all Trustees; and
- d) all those with rights of nomination to the Board of Trustees (if any).

60.2 No-one else is entitled to receive notice of general meetings.

61. Alteration of the Articles

61.1 The Company may alter these Articles only by a special resolution. A special resolution must be passed at a meeting of Members of which 21 days notice has been given of the intention to pass a special resolution and at which 75% of those voting must be in favour of. Such a resolution may be passed on shorter notice if 95% of Members having the right to vote agree.

61.2 No alteration may be made to an article which directs or restricts the way monies or property of the Company may be used without the Charity Commission's prior written approval.

62. Dissolution of the Company

62.1 The Board of Trustees or a general meeting may decide at any time to dissolve the Company. The Company shall then call a meeting of all Members and those entitled to notice of general meetings.

62.2 Any surplus must be used in accordance with the provisions of the Memorandum of Association.

Signatures, addresses and occupations of subscribers

JOHN CROXALL
3 Oakington Road,
Girton, Cambridge.
Research Scientist

LEWIS CLIFTON
53 Davis Street
Stanley, Falkland Islands.
Company Director.

Dated this 9th day of July 1998

Witness to the above signatures:

Name Ann Elizabeth Brown
Address 1 Princes Avenue, Finchley, London N3 2DA, UK.
Occupation Charity Administrator.