

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY GUARANTEE

Articles of Association of FOTH Trustee Company Limited

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CHARITABLE COMPANY NOT HAVING A SHARE CAPITAL

Memorandum of FOTH Trustee Company Limited

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

Name of each subscriber

Authentication by each subscriber

Peter James Copping

David Charles Clifford

Richard Paul Green

Zoe Jane Horton

Dated:

4th April 2017

THE COMPANIES ACTS 2006

COMPANY LIMITED BY GUARANTEE WITH NO SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

FOTH TRUSTEE COMPANY LIMITED

Company no. 10685192

1. NAME

The name of the Company is "FOTH Trustee Company Limited".

2. REGISTERED OFFICE

The registered office of the Company will be situated in England.

3. OBJECTS

The objects of the Company are:-

- 3.1. to undertake and discharge, by itself or through its authorised officials, the trusts of the charity known as The Friends of the Hurtwood, registered charity number 200053 ("the Charity"), as well as any other charitable or other trust as may from time to time be incidental to such trusts.
- 3.2. to undertake and discharge in like manner any other trusts whether charitable or not that may be incidental or conducive to the interests of the Charity or otherwise capable of being performed in association with the Charity.
- 3.3. to perform and discharge all the duties, powers, discretions and functions arising from time to time from or incidental to such trusts.

4. POWERS

In furtherance of the above objects, but not further or otherwise, the Company shall have the following powers:-

- 4.1. to act as trustee solely or jointly with others of any trust or other institution whether charitable or not as may be required for or incidental to the attainment of the above object;
- 4.2. to hold, administer, manage, sell, realise, invest, dispose of and deal with the moneys and property both real and personal and to carry on, manage, realise, sell, dispose of and deal with any business comprised in any trusts of which the Company is trustee;
- 4.3. to pay out of the Company's funds the costs, charges, expenses of and incidental to the formation and registration of the Company;
- 4.4. to receive out of the funds of the Charity from time to time by way of full indemnity sums up to but not exceeding all proper costs charges, expenses and liabilities of and incidental to (1) the formation and registration of the Company and the administration and management of the Company and (2) the performance of the trusts of the Charity and any other trusts or functions incidental to them;
- 4.5. to insure the Directors 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 Director concerned knew that, or was reckless whether, the act or omission was a breach of trust or duty; and
- 4.6. to do all such other lawful things as will further the above objects or any of them.

PROVIDED THAT in case the Company shall hold any property which is or may be subject to any trusts the Company shall only deal with or invest the same in such manner as is allowed by law having regard to such trusts.

5. LIMITATIONS ON BENEFIT

- 5.1. The property and funds of the Company must be used only for the promotion of the objects of the Company and no part thereof may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any Member or Director. However nothing herein shall prevent the payment to any Member of the Company (including a Director) of:

5.1.1. interest at a reasonable rate on money lent to the Company;

- 5.1.2. a reasonable rent or hiring fee for property let or hired to the Company; or
 - 5.1.3. reasonable and proper remuneration to any Member, officer or employee of the Company for services actually rendered, provided that no Director shall be appointed to any salaried office of the Company or any office paid by fees.
- 5.2. A Director must not receive any payment of money or other material benefit (whether directly or indirectly) from the Company except:
- 5.2.1. the benefit of insurance as mentioned in Article 4.5 or payments as mentioned in Articles 5.1.1 or 5.1.2;
 - 5.2.2. reimbursement of reasonable expenses (including hotel and travelling costs) actually incurred in running the Company; and
 - 5.2.3. payment to any company in which the Director has not more than a one per cent shareholding.

6. LIABILITY

The liability of Members is limited.

7. GUARANTEE

Every Member undertakes, in the event of dissolution of the Company with insufficient assets to meet its liabilities (including the costs of dissolution), to contribute such amount as may be required not exceeding £1 towards such liabilities incurred by the Company during the time when he was a Member or within one year thereafter.

8. DISSOLUTION

if the Company is dissolved, any assets remaining after provision has been made for all its liabilities shall not be paid to the members but shall be applied to and belong to the Charity.

9. MEMBERSHIP

- 9.1. The Members of the Company shall be the subscribers to the Memorandum of Association and such other persons as shall be appointed

in accordance with these Articles. The names of the Members shall be entered in the register of Members.

- 9.2. With the exception of the subscribers to the Memorandum, no person may become a Member of the Company unless:
- 9.3. that person has completed an application for membership in a form approved by the Directors; and
- 9.4. the Directors have approved the application. The Directors may in their absolute discretion decline to accept any person as a Member and need not give reasons for so doing.
- 9.5. Membership of the Company shall not be transferable and a Member shall cease to be a member:
 - 9.5.1. on ceasing for whatever reason to be a member of the Charity;
 - 9.5.2. immediately if the Member dies or, if it is an organisation, ceases to exist;
 - 9.5.3. on the expiry of at least seven days' clear notice given by the Member to the Company of his, her or its intention to withdraw; or
 - 9.5.4. if, at a meeting of the Directors at which at least half of the Directors are present, a resolution is passed resolving that the Member be expelled on the ground that his, her or its continued Membership is harmful to or is likely to become harmful to the interests of the Company or Charity. Such a resolution may not be passed unless the Member has been given at least 14 days' clear notice that the resolution is to be proposed, specifying the circumstances alleged to justify expulsion, and has been afforded a reasonable opportunity of being heard by or of making written representations to the Directors. A Member expelled by such a resolution will nevertheless remain liable to pay to the Company any subscription or other sum owed by him, her or it.

10. GENERAL MEETINGS

- 10.1. Every general meeting shall be called on not less than 21 days' clear notice in writing to all Members specifying the business to be discussed.

- 10.2. A quorum at a general meeting shall consist of at least five Members and no business shall be done unless a quorum is present.
- 10.3. Except where provided by these Articles or by law, every issue shall be decided by a majority of the votes cast.
- 10.4. Every Member shall have one vote, except in the case of an equality of votes when the chairman shall have a second or casting vote.
- 10.5. A written resolution signed by all the Members shall be as valid as a resolution passed at a meeting and may consist of more than one document and shall be considered passed at the time of the latest signature.
- 10.6. The Company shall hold an Annual General Meeting within eighteen months after its incorporation and thereafter once in each year, for the purposes of:
 - 10.6.1. Receiving the accounts of the Charity and of the Company;
 - 10.6.2. receiving the Directors' report on the Company's activities and its management of the Charity since the last Annual General Meeting;
 - 10.6.3. accepting the retirement of Independent Directors by rotation and Representative Directors and making appointments as necessary; and
 - 10.6.4. appointing the auditor or independent examiner for the Charity.

11. DIRECTORS

- 11.1. The affairs of the Company shall be managed by a Board of Directors (elected as herein provided) who shall be entitled to exercise all the powers of the Company except any powers which are reserved to the Members of the Charity at the Annual General Meeting.
- 11.2. Only the Directors have the power to appoint the Board subject to Article 11.3. The Members may not appoint Directors.
- 11.3. Save as provided for under Article 11.5 the Directors may only appoint individuals as Directors to the Board who have first been nominated in

writing to the Directors by the Charity or the Landowners but the Directors retain the discretion not appoint such individuals.

11.4. The Board of Directors shall not exceed 18 in total consisting of no more than 4 Representative Directors and no more than 14 Independent Directors.

11.5. The Directors may co-opt a person to fill a casual vacancy occurring among the Independent Directors who shall hold office until the next Annual General Meeting following his co-option. Any person co-opted to the Board, if eligible, may be nominated by the Charity for re-election as an Independent Director at the next Annual General Meeting following his appointment.

11.6. Subject to 11.7 and 11.8, below, an Independent Director shall serve until the third Annual Meeting after his election or re-election and shall be eligible for re-election every three years until he has served a total of twelve years.

11.7. The following Independent Directors shall next be due for re-election at the Annual Meeting of the year stated:

David Lees	2018
David Clifford	2019
Peter Copping, Richard Green, Zoe Horton and Keith Taylor	2020

11.8. A person ceases to be a Director as soon as:

11.8.1. that person ceases to be a director by virtue of any provision of the Act, or is prohibited from being a director by law;

11.8.2. that person is disqualified under the Charities Act 2011 from acting as a trustee of a charity;

11.8.3. a bankruptcy order is made against that person, or an order is made against that person in individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

- 11.8.4. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 11.8.5. the other Directors reasonably believe he or she is suffering from mental disorder and incapable of acting and they resolve that he or she be removed from office;
 - 11.8.6. notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least four Directors will remain in office when such resignation has taken effect);
 - 11.8.7. the Director fails to attend three consecutive meetings of the Directors and the other Directors resolve that the Director be removed for this reason; or
 - 11.8.8. at a general meeting of the Charity or Company, a resolution is passed that the Director be removed from office, provided the meeting has invited the views of the Director concerned and considered the matter in the light of such views.
- 11.9. The proceedings of the Board shall not be invalidated by any failure to appoint or by any defect in the appointment or qualification of any member.

12. PROCEEDINGS OF DIRECTORS

- 12.1. The Directors shall hold at least two ordinary meetings in each year, the first of which after the Annual General Meeting of the Charity shall be held not more than 56 days after that Annual General Meeting.
- 12.2. The Directors from time to time shall elect one of their number to be the Chairman of their meetings and to hold office for such time not exceeding three years ending on the nearest annual meeting of the Directors or the Members of the Company, as they shall see fit. The Directors may also appoint a Vice-Chairman on the same basis. A Chairman and Vice-Chairman shall be eligible for re-election. If at any meeting the Chairman or Vice-Chairman is not present within ten minutes after the time for starting the meeting the Directors present shall choose one of their number to be chairman.

- 12.3. A special meeting may be summoned at any time by the Chairman, and shall be summoned on the written request of any two Directors, upon at least fourteen days' notice to all the other Directors of the matters to be discussed.
- 12.4. The quorum for meetings of the Directors shall be four. The Chairman shall be entitled to invite persons who have an interest in the activities of the Charity to attend all or any part of a meeting of the Board.
- 12.5. If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision to appoint further Directors nominated by the Charity as more particularly described in Article 11.
- 12.6. Every matter shall be decided by the majority of votes cast. In the case of an equality of votes the chairman of the meeting shall have a second or casting vote. A written resolution signed by all the Directors shall be as valid as a resolution passed at a meeting and may consist of more than one document and shall be considered passed at the time of the latest signature.
- 12.7. The Directors may at any time appoint two or more of their number as a committee for making any enquiry or transacting any business but every act or proceeding of the committee shall be reported promptly to the Directors.
- 12.8. A vacancy in the number of Directors, or a technical defect in the appointment of a Director of which the Directors are unaware at the time shall not invalidate the proceedings at any meeting.

13. POWERS OF DIRECTORS

- 13.1. The Directors may exercise all the powers of the Company set out in the Memorandum so as to ensure the proper discharge by the Company of all the responsibilities and duties of the Trustee of the Charity

Without being limited by Article 13.1 above the Directors may appoint such persons to be Ranger, Administrator or other officers or employees as they may think fit for the proper and effective management of the affairs of the Charity.

14. CONFLICTS OF INTEREST

- 14.1. Whenever a Director finds himself or herself in a situation that is reasonably likely to give rise to a Conflict of Interest, he or she must declare his or her interest to the Directors unless, or except to the extent that, the other Directors are or ought reasonably to be aware of it already.
- 14.2. If any question arises as to whether a Director has a Conflict of Interest, the question shall be decided by a majority decision of the other Directors.
- 14.3. Whenever a Director has a Conflict of Interest either in relation to a matter to be discussed at a meeting:
 - 14.3.1. if the Conflict of Interest relates to a benefit permitted under Article 5, then the Director must comply with Article 14.4;
 - 14.3.2. for all other Conflicts of Interest, either the Director must comply with Article 14.4 or authorisation must be given by the unconflicted Directors under Article 15.
- 14.4. If a Director with a Conflict of Interest is required to comply with Article 14.4 he or she must:
 - 14.4.1. remain only for such part of the meeting as in the view of the other Directors is necessary to inform the debate;
 - 14.4.2. not be counted in the quorum for that part of the meeting; and
 - 14.4.3. withdraw during the vote and have no vote on the matter.
- 14.5. When a Director has a Conflict of Interest which he or she has declared to the Directors, he or she shall not be in breach of his or her duties to the Company by withholding confidential information from the Company if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her.

15. DIRECTORS' POWER TO AUTHORISE A CONFLICT OF INTEREST

- 15.1. The Directors have power to authorise a Director to be in a position of Conflict of Interest provided:
 - 15.1.1. this power cannot be used to authorise a Conflict of Interest arising from a benefit permitted under Article 5;

- 15.1.2. in relation to the decision to authorise a Conflict of Interest, the conflicted Director must comply with Article 14.4;
 - 15.1.3. in authorising a Conflict of Interest, the Directors can decide the manner in which the Conflict of Interest may be dealt with and, for the avoidance of doubt, they can decide that the Director with a Conflict of Interest can participate in a vote on the matter and can be counted in the quorum;
 - 15.1.4. the decision to authorise a Conflict of Interest can impose such terms as the Directors think fit and is subject always to their right to vary or terminate the authorisation; and
 - 15.1.5. nothing in this Article 15 shall have the effect of allowing the Directors to authorise a benefit that is not permitted in accordance with Article 5.
- 15.2. If a matter, or office, employment or position, has been authorised by the Directors in accordance with Article 15.1 then, even if he or she has been authorised to remain at the meeting by the other Directors, the Director may absent himself or herself from meetings of the Directors at which anything relating to that matter, or that office, employment or position, will or may be discussed.
- 15.3. A Director shall not be accountable to the Company for any benefit which he or she derives from any matter, or from any office, employment or position, which has been authorised by the Directors in accordance with Article 15.1 (subject to any limits or conditions to which such approval was subject).

16. RECORDS AND ACCOUNTS

- 16.1. The Directors shall keep accounts so as to comply with the requirements of the Act as regards the Company and of the Charities Act 2011 as regards the Charity and shall file with the Registrar of Companies and the Charity Commission as appropriate all returns and reports required by the relevant Acts.

- 16.2. The Directors shall keep proper records of all their meetings, general meetings, reports of committees and professional advice received.
- 16.3. The accounting records of the Company and the Charity shall be open for inspection by any Director at all reasonable times and a copy of the latest annual report and accounts of the Company and of the Charity shall be made available to every Director on request.

17. NOTICES

17.1. Notices under the Articles may be sent by hand, by post or by suitable Electronic Means to the Member's Address shown in the register of members or in the case of a Director to his latest Address notified to the Board.

17.2. A notice given in accordance with these Articles shall be treated as received:

17.2.1. 24 hours after being sent by Electronic Means or delivered by hand two clear days after being sent by first class post;

17.2.2. on being handed to the Member or Director concerned;

or if earlier when the Member or Director concerned acknowledges receipt.

18. EXCLUSION OF MODEL ARTICLES

The relevant model Articles for a company limited by guarantee are hereby expressly excluded.

19. AMENDMENT TO ARTICLES

These Articles of Association may not be altered without the prior consent of the Charity.

SCHEDULE 1

1. INTERPRETATION

1.1. Defined terms

In the Articles, unless the context requires otherwise, the following terms shall have the following meanings:

Term	Meaning
"Address"	includes a number or address used for the purposes of sending or receiving Documents by Electronic Means;
"Articles"	the Company's Articles of association;
"Act"	means the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Company;
"Company"	FOTH Trustee Company Limited;
"Conflict of Interest"	any direct or indirect interest of a Director (whether personal, by virtue of a duty of loyalty to another organisation or otherwise) that conflicts, or might conflict with the interests of the Company;
"Director"	a director of the Company, and includes any person occupying the position of director, by whatever name called;
"Document"	includes, unless otherwise specified, any document sent or supplied in Electronic Form;
"Electronic Form" and "Electronic Means"	have the meanings respectively given to them in Section 1168 of the Act;
"Eligible Director"	a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict of Interest pursuant to Article 14, any Director whose vote is not to be counted in respect of the particular matter);
"Independent Director"	Directors nominated by the Charity in accordance with the governing document of the Charity in force from time to time..
"Landowners"	The owners of land who through Management Agreements or otherwise have delegated to the

Charity the administration of public access to land owned by them.

“Representative Director”

Directors nominated by the Landowners in accordance with the governing document of the Charity in force from time to time.

- 1.2. Subject to clause 1.3 of this Schedule, any reference in the Articles to an enactment includes a reference to that enactment as re-enacted or amended from time to time and to any subordinate legislation made under it.
- 1.3. Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company.
- 1.4. In construing these Articles the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the female and neuter genders.