

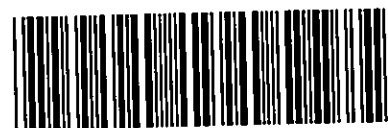
THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL
MEMORANDUM OF ASSOCIATION
of
THE WILDFOWL & WETLANDS TRUST
Company Registration Number 02882729

1. The name of the company is 'THE WILDFOWL & WETLANDS TRUST' ("the Trust")
2. The registered office of the Trust will be situate in England.
3. The objects of the Trust are to promote the conservation and study of wildfowl and the wetlands forming their habitat and to undertake any activity which in the opinion of the Council is calculated to promote knowledge of and interest in wildfowl in all parts of the world, and to maintain an establishment at Slimbridge and such other branch establishments as the Council may think fit, which will provide facilities for the conservation of wildfowl and wetlands; the scientific study of wildfowl and their wetland habitat; the dissemination of knowledge and understanding of wildfowl, wetlands and conservation; and the provision of educative recreational opportunities and to:-

And in furtherance of those charitable objects the Trust shall have the following powers:

- (A) to accept a transfer of all assets and assume all liabilities of the charity named "the Wildfowl and Wetlands Trust" (registered charity number 204184);
- (B) to promote and organise co-operation in the achievement of the above purposes or any of them and to that end bring together in the Trust representatives of any similarly interested body, association, firm, company or authority;
- (C) to assist any such body or bodies financially or otherwise in the furtherance of the above purposes or any of them,
- (D) to promote and publicise the Trust's activities and objectives,
- (E) to obtain, collect and receive money and funds by way of contribution, donations, affiliation fees, subscriptions, legacies, grants or any other lawful method provided that the Trust shall not undertake any permanent trading activities in raising funds for its primary purposes and accept and receive gifts of property of any description (whether subject to any special trusts or not) for or towards the above purposes or any of them;
- (F) to act as trustee and undertake or accept any trusts or obligations in furtherance of the purposes of the Trust,
- (G) to operate a fund or establish another body or company, whether charitable or not, to operate or assist in operating a fund in furtherance of the objects of the Trust or any of them;

WEDNESDAY



AD6Q8WZM

A25

06/02/2008

270

COMPANIES HOUSE

- (H) to invest the monies of the Trust not immediately required for its purpose in or upon such investments, securities or property as may be thought fit to the intent that the Trust shall have the same full and unrestricted power of investment as an absolute beneficial owner but subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law and subject also as hereinafter provided The Trust may purchase or subscribe for the shares of any company (whether charitable or not) which intends to covenant the whole or a substantial part of its income to the Trust and the Council may take into account the expectation of receiving covenanted or other donations from any such company as a factor in considering the purchase or subscription for the shares. The Trust may guarantee the obligations of any such company or itself require moveable or immovable property for the use or occupation of the company,
- (I) to purchase, take on lease, or in exchange, hire or otherwise acquire in any manner any real or personal property necessary for the above purposes of the Trust or any of them;
- (J) subject to such consents as may be required by law, to borrow or raise money in such manner and upon such terms as the Trust shall think fit, and in particular upon the security by way of mortgage, charge, debenture or otherwise of all or part of the property of the Trust,
- (K) subject to such consents as may be required by law, to sell, manage, let, mortgage or otherwise dispose of all or any part of the property rights and privileges of the Trust as shall further its purposes;
- (L) to procure to be written and print, publish, issue and circulate gratuitously or otherwise any reports or periodicals, books, pamphlets, leaflets or other documents in furtherance of the above purposes of the Trust or any of them;
- (M) to arrange and provide for or join with others in arranging and providing for the holding of exhibitions, meetings, lectures and classes to further the above purposes of the Trust or any of them;
- (N) to apply for, promote and obtain or join in applying for, promoting or obtaining any Act of Parliament, Provisional Order, Royal Charter or licence of any authority, necessary or desirable for the furtherance or realisation of any of the purposes of the Trust, and to do all such acts and things, either alone or jointly with others as shall further the objects set out in clause 3 and 4 thereof;
- (O) to federate or amalgamate with affiliate or become affiliated to or co-operate with any body having the same or similar object or objects and to acquire and undertake all or any part of the assets, liabilities and engagements of any such body which the Trust may lawfully acquire or undertake;
- (P) subject to the provisions hereinafter contained, to employ and pay officers and other persons or bodies whose services are required to further any of the purposes of the Trust,
- (Q) to make all reasonable and necessary provisions for the payment of pensions and superannuations to and on behalf of employees, ex-employees and their widows and other dependants who are in need,
- (R) to do all such other things as shall further the attainment of the above objects or any of them.

And throughout this clause the word "body" includes any association, institution or aggregate of the persons, whether incorporated or unincorporated and unless inconsistent with the context words importing the plural include the singular and vice versa.

Provided that:-

- (1) In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.
 - (2) The objects of the Trust shall not extend to the regulation of relationships between workers and employers or organisations of workers and organisations of employers.
4. The income and property of the Trust shall be applied solely towards the promotion of its objects as set forth in its Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit, to the Guarantor Members or Members of the Trust and no member of the Council shall be appointed to any office of the Trust paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust provided that nothing herein shall prevent any payment in good faith by the Trust:-
- (a) of reasonable and proper remuneration to any Guarantor Member, Member, officer or servant of the Trust (not being a member of the Council) for any services rendered to the Trust,
 - (b) of interest on money lent by any Guarantor Member, Member of the Trust or of the Council at a rate per annum not exceeding a reasonable and proper rate per annum not exceeding two per cent less than the published lending rate of a dealing bank to be selected by the Council;
 - (c) of reasonable and proper rent for premises demised or let by any member of the Trust or of the Council,
 - (d) of fees, remuneration or other benefit in money or money's worth to a company of which a member of the Council may be a member holding not more than 1/100th part of the capital of that company or to a company carrying on an incorporated professional practice of which a member of the Council is a member if the member of the Council could be recommended under paragraph (e) below were the company a partnership of which he was a partner,
 - (e) to any member of the Council who may be engaged in any profession of reasonable professional charges for any professional services rendered by him or his firm or company to the Trust When instructed by the Trust to act in a professional capacity on its behalf provided that at no time shall a majority of the members of the Council benefit under this provision and that a member of the Council shall withdraw from any meeting at which his or her appointment or remuneration, or that of his firm or company, is under discussion;
 - (f) to any member of the Council such sum or sums as may be necessary to reimburse him for out of pocket expenses incurred in acting as such;

5. The liability of the Guarantor Members is limited
6. Every Guarantor Member of the Trust undertakes to contribute to the assets of the Trust, in the event of the same being wound up while he is a Guarantor Member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Trust contracted before he ceases to be a Guarantor Member, and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributories amongst themselves such amount as may be required not exceeding £1.
7. If upon winding up or dissolution of the Trust there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the Guarantor Members or Members of the Trust but shall be given or transferred to another body or institution or institutions having charitable objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Trust under or by virtue of clause 4 hereof, such body, institution or institutions to be determined by the Council of the Trust at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provision then to some charitable object.
8. True accounts shall be kept of all sums of money received and expended by the Trust, and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the Trust; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Trust for the time being, such accounts shall be open to the inspection of the Guarantor Members and the Members. Once at least in every year the accounts of the Trust shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified Auditor or Auditors.
9. Throughout this Memorandum "charitable" means charitable in accordance with the law of England and Wales provided that it will not include any purpose which is not charitable in accordance with any statutory provision regarding the meaning of the word "charitable" or the words "charitable purposes" in force in any part of the United Kingdom. For the avoidance of doubt, the system of law governing the constitution of the charity is the law of England and Wales.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of this Memorandum of Association.

Names, addresses and description of Subscribers

SIR JOHN HARVEY-JONES
Parallax Enterprises
P.O Box 18
Ross-on-Wye
Herefordshire

Director

SIR RICHARD KENNEDY HARVEY GASKELL
Grove Farm
Yatton Keynell
Chippenham
Wiltshire

Solicitor

Dated this 15th day of December 1993
Witness to the above Signatures:-

Name Judith Gaskell
Address: Grove Farm
 Yatton Keynell
 Chippenham
 Wiltshire

Occupation: Farmer

[As amended by a Special Resolution of the Trust on 13th December 2007.]