

The Companies Acts 1948 to 2006

Company Limited by Guarantee and not having a Share Capital

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**Memorandum and Articles of Association**  
**of**  
**Friends of the Earth Trust**

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**as amended by special resolution passed on 25<sup>th</sup> April 2015**

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**The Companies Acts 1948 to 2006**

**Company Limited by Guarantee and not having a Share Capital**

**Memorandum of Association**

**Friends of the Earth Trust**

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.

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NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS  
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MICHEAL ANTHONY SMYTH  
31 Great Peter Street  
London SW1P 3LP

Solicitor

DAVID IAN BRESSLOFF  
31 Great Peter Street  
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Solicitor

-----  
Dated this 27th day of December 1990

WITNESS to the above signature:

BETTY MAY DINE  
31 Great Peter Street  
London SW1P 3LP

Secretary

## The Companies Acts 1948 to 2006

### Company Limited by Guarantee and not having a Share Capital

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## **The Companies Acts 1948 to 2006**

### **Company Limited by Guarantee and not having a Share Capital**

#### **Articles of Association of Friends of the Earth Trust**

### **INTERPRETATION**

#### **1. Defined terms**

The interpretation of these Articles is governed by the provisions set out in the Schedule at the end of the Articles.

### **OBJECTS AND POWERS**

#### **2. Objects**

2.1 The objects for which the Charity is established are:

- (A) The advancement of education for the public benefit and, in particular, the advancement of education in ecology, natural history, resource conservation, sustainable development and environment studies;
- (B) The conservation, protection and sustainable use for the public benefit of the earth's natural environment, including bio-diversity, atmosphere, water, land and natural resources;
- (C) The promotion of sustainable development for the benefit of the public by:
  - (i) The preservation, conservation and the protection of the environment and the prudent use of natural resources;
  - (ii) Conducting or commissioning research and publishing the results of such research.

'Sustainable development' means improving the quality of life while living within the carrying capacity of supporting ecosystems and the natural environment.

2.2 Nothing in the Articles shall authorise an application of the property of the Charity for purposes which are not charitable in accordance with section 2 of the Charities Act (Northern Ireland) 2008.

#### **3. Powers**

To further its objects the Charity may:

3.1 publish books, pamphlets and other writings, photographs, films, drawings, sound and video recordings, television and sound broadcasts, and use all other methods of publishing and disseminating information to the public;

- 3.2 conduct research, and to assist and encourage lecturers, teachers, writers, students, children and others to conduct such research, and provide financial and other support to such persons, and to stimulate, help and encourage such persons by providing them with facilities or opportunities for research; publish and disseminate the results of such research; to promote and organise lectures, courses, conferences, seminars and meetings to establish and maintain scholarships and provide grants, prizes and financial assistance to children, students, writers and others;
- 3.3 establish and maintain libraries of materials and provide facilities for research and study;
- 3.4 for the public benefit, provide an information service for individuals, schools, universities and all other educational bodies and institutions, whether full or part-time, and including adult education, and undertake research and publish materials at the request of such individuals, schools, universities and educational bodies and institutions;
- 3.5 for the public benefit to undertaken research for, and prepare evidence to be given at, public enquiries, public debates, conferences, meetings, Royal Commissions, Government Inquiries, and Select Committees of Parliament, and be a member of, advise and otherwise assist public bodies, and organisations established by Act of Parliament or by the Government;
- 3.6 research, publish, develop and support schemes for the conservation, protection and restoration for the public benefit of the natural resources, natural beauty and animal and plant life of the world, and lands and buildings of historic interest or of ecological or scientific importance;
- 3.7 provide and assist in the provision of money, materials or other help;
- 3.8 alone or with other organisations seek to influence public opinion and make representations to and seek to influence governmental and other bodies and institutions regarding the reform, development and implementation of appropriate policies, legislation and regulations provided that all such activities shall be confined to those which an English and Welsh charity may properly undertake;
- 3.9 enter into contracts to provide services to or on behalf of other bodies;
- 3.10 acquire or rent any property of any kind and any rights or privileges in and over property and construct, maintain, alter and equip any buildings or facilities;
- 3.11 dispose of or deal with all or any of its property with or without payment and subject to such conditions as the Trustees think fit (in exercising this power the Charity must comply as appropriate with the Charities Act 2011);
- 3.12 borrow or raise and secure the payment of money for any purpose including for the purposes of investment or of raising funds, including charging property as security for the repayment of money borrowed or as security for a grant or the discharge of an obligation (the Charity must comply as appropriate with the Charities Act 2011 if it wishes to mortgage land);

- 3.13 set aside funds for special purposes or as reserves against future expenditure;
- 3.14 invest the Charity's money not immediately required for its objects in or upon any investments, securities, or property;
- 3.15 arrange for investments or other property of the Charity to be held in the name of a nominee or nominees and pay any reasonable fee required;
- 3.16 lend money and give credit to, take security for such loans or credit and guarantee or give security for the performance of contracts by, any person or company;
- 3.17 open and operate bank accounts and other facilities for banking and draw, accept, endorse, issue or execute promissory notes, bills of exchange, cheques and other instruments;
- 3.18 accept (or disclaim) gifts of money and any other property;
- 3.19 raise funds by way of subscription, donation or otherwise;
- 3.20 trade in the course of carrying out the objects of the Charity and carry on any other trade which is not expected to give rise to taxable profits;
- 3.21 incorporate and acquire subsidiary companies to carry on any trade;
- 3.22 subject to Article 4 (limitation on private benefits):
  - 3.22.1 engage and pay employees, consultants and professional or other advisers; and
  - 3.22.2 make reasonable provision for the payment of pensions and other retirement benefits to or on behalf of employees and their spouses and dependants;
- 3.23 establish and support or aid in the establishment and support of any other organisations and subscribe, lend or guarantee money or property for charitable purposes;
- 3.24 become a member, associate or affiliate of or act as trustee or appoint trustees of any other organisation (including without limitation any charitable trust of permanent endowment property held for any of the charitable purposes included in the Charity's objects);
- 3.25 undertake and execute charitable trusts;
- 3.26 impose restrictions, which may be revocable or irrevocable, on the use of any property of the Charity, including (without limitation) by creating permanent endowment;
- 3.27 amalgamate or merge with or acquire or undertake all or any of the property, liabilities and engagements of any body;
- 3.28 co-operate with charities, voluntary bodies, statutory authorities and other bodies and exchange information and advice with them;

- 3.29 pay out of the funds of the Charity the costs of forming and registering the Charity;
- 3.30 insure the property of the Charity against any foreseeable risk and take out other insurance policies as are considered necessary by the Trustees to protect the Charity;
- 3.31 provide indemnity insurance for the Trustees or any other officer of the Charity in accordance with, and subject to the conditions in, Section 189 of the Charities Act 2011 (provided that in the case of an officer who is not a Trustee, the second and third references to “charity trustees” in the said Section 189 shall be treated as references to officers of the Charity); and
- 3.32 do all such other lawful things as may further the Charity’s objects.

**LIMITATION ON PRIVATE BENEFITS**

**4. Limitation on private benefits**

- 4.1 The income and property of the Charity shall be applied solely towards the promotion of its objects.

*Permitted benefits to members, Trustees and Connected persons*

- 4.2 No part of the income and property of the Charity may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the Charity unless the payment is permitted by Articles 4.3, 4.4 or 4.5.

- 4.3 No Trustee may:

- 4.3.1 sell goods, services or any interest in land to the Charity;
- 4.3.2 be employed by, or receive any remuneration from, the Charity; or
- 4.3.3 receive any other financial benefit from the Charity;

unless the payment is permitted by Articles 4.4 or 4.5 or authorised by the court or the Charity Commission.

- 4.4 A Trustee may receive the following benefits from the Charity:

- 4.4.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from the Charity in his, her or its capacity as a beneficiary of the Charity;
- 4.4.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by the Charity for, or may pay out of the Charity’s property, reasonable expenses properly incurred by him, her or it when acting on behalf of the Charity;
- 4.4.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by the Charity or Limited for any goods or services supplied to the Charity on the instructions of the Trustees (excluding, in the case of a Trustee, the service of acting as Trustee and services performed under a contract of employment with the Charity)

provided that this provision and Article 4.5.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);

- 4.4.4 a Trustee or a person who is Connected with a Trustee may receive interest at a reasonable and proper rate on money lent to the Charity;
- 4.4.5 a Trustee or a person who is Connected with a Trustee may receive reasonable and proper rent for premises let to the Charity;
- 4.4.6 the Charity may pay reasonable and proper premiums in respect of indemnity insurance effected in accordance with Article 3.31; and
- 4.4.7 a Trustee or other officer of the Charity may receive payment under an indemnity from the Charity in accordance with the indemnity provisions set out at Article 6;

provided that where benefits are conferred under Article 4.4, Article 21 (Conflicts of Interest) must be complied with by the relevant Trustee in relation to any decisions regarding the benefit.

### ***Subsidiary Companies***

- 4.5 A Trustee may receive the following benefits from any Subsidiary Company:
  - 4.5.1 a Trustee or a person who is Connected with a Trustee may receive a benefit from any Subsidiary Company in his, her or its capacity as a beneficiary of the Charity or of any Subsidiary Company;
  - 4.5.2 a Trustee or a person who is Connected with a Trustee may be reimbursed by any Subsidiary Company for, or may pay out of any Subsidiary Company's property, reasonable expenses properly incurred by him, her or it when acting on behalf of any Subsidiary Company;
  - 4.5.3 a Trustee or a person who is Connected with a Trustee may be paid reasonable and proper remuneration by any Subsidiary Company for any goods or services supplied to any Subsidiary Company, with the prior approval of the Trustees, (excluding, in the case of a Trustee, services performed under a contract of employment with any Subsidiary Company) provided that this provision and Article 4.4.3 may not apply to more than half of the Trustees in any financial year (and for these purposes this provision shall be treated as applying to a Trustee if it applies to a person who is Connected with that Trustee);
  - 4.5.4 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive interest at a reasonable and proper rate on money lent to any Subsidiary Company;
  - 4.5.5 a Trustee or a person who is Connected with a Trustee may, with the prior approval of the Trustees, receive reasonable and proper rent for premises let to any Subsidiary Company;

- 4.5.6 any Subsidiary Company may pay reasonable and proper premiums in respect of indemnity insurance for its directors and officers; and
- 4.5.7 a Trustee or a person who is Connected with a Trustee may receive payment under an indemnity from any Subsidiary Company in accordance with the constitution of the relevant Subsidiary Company;

provided that the affected Trustee may not take part in any decision of the Trustees to approve a benefit under Articles 4.5.3, 4.5.4 or 4.5.5.

## **LIMITATION OF LIABILITY AND INDEMNITY**

### **5. Liability of members**

The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Charity in the event of its being wound up while he or she is a member or within one year after he or she ceases to be a member, for:

- 5.1 payment of the Charity's debts and liabilities contracted before he or she ceases to be a member;
- 5.2 payment of the costs, charges and expenses of winding up; and
- 5.3 adjustment of the rights of the contributories among themselves.

### **6. Indemnity**

Without prejudice to any indemnity to which a Trustee may otherwise be entitled, every Trustee of the Charity shall be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity but only to the extent permitted by the Companies Acts; and every other officer of the Charity may be indemnified out of the assets of the Charity in relation to any liability incurred by him or her in that capacity, but only to the extent permitted by the Companies Acts.

## ***TRUSTEES***

### ***TRUSTEES' POWERS AND RESPONSIBILITIES***

### **7. Trustees' general authority**

Subject to the Articles, the Trustees are responsible for the management of the Charity's business, for which purpose they may exercise all the powers of the Charity.

### **8. Chair**

The Trustees may appoint one of the Trustees to be the Chair of the Trustees for such term of office as they determine and may at any time remove him or her from that office.

## **9. Trustees may delegate**

- 9.1 Subject to the Articles, the Trustees may delegate any of their powers or functions to any committee.
- 9.2 Subject to the Articles, the Trustees may delegate the implementation of their decisions or day to day management of the affairs of the Charity to any person or committee.
- 9.3 Any delegation by the Trustees may be:
- 9.3.1 by such means;
  - 9.3.2 to such an extent;
  - 9.3.3 in relation to such matters or territories; and
  - 9.3.4 on such terms and conditions;
- as they think fit.
- 9.4 The Trustees may authorise further delegation of the relevant powers, functions, implementation of decisions or day to day management by any person or committee to whom they are delegated.
- 9.5 The Trustees may revoke any delegation in whole or part, or alter its terms and conditions.
- 9.6 The Trustees may by power of attorney or otherwise appoint any person to be the agent of the Charity for such purposes and on such conditions as they determine.

## **10. Committees**

- 10.1 In the case of delegation to committees:
- 10.1.1 the resolution making the delegation must specify those who shall serve or be asked to serve on the committee (although the resolution may allow the committee to make co-options up to a specified number);
  - 10.1.2 the composition of any committee shall be entirely in the discretion of the Trustees and may include such of their number (if any) as the resolution may specify;
  - 10.1.3 the deliberations of any committee must be reported regularly to the Trustees and any resolution passed or decision taken by any committee must be reported promptly to the Trustees and every committee must appoint a secretary for that purpose;
  - 10.1.4 the Trustees may make such regulations and impose such terms and conditions and give such mandates to any committee as they may from time to time think fit; and

10.1.5 no committee shall knowingly incur expenditure or liability on behalf of the Charity except where authorised by the Trustees or in accordance with a budget which has been approved by the Trustees.

10.2 The meetings and proceedings of any committee shall be governed by the Articles regulating the meetings and proceedings of the Trustees so far as they apply and are not superseded by any regulations made by the Trustees.

## **11. Delegation of day to day management powers**

In the case of delegation of the day to day management of the Charity to a chief executive or other manager or managers:

11.1 the delegated power shall be to manage the Charity by implementing the policy and strategy adopted by and within a budget approved by the Trustees and (if applicable) to advise the Trustees in relation to such policy, strategy and budget;

11.2 the Trustees shall provide any manager with a description of his or her role and the extent of his or her authority; and

11.3 any manager must report regularly to the Trustees on the activities undertaken in managing the Charity and provide them regularly with management accounts which are sufficient to explain the financial position of the Charity.

## **12. Delegation of investment management**

The Trustees may delegate the management of investments to a Financial Expert or Experts provided that:

12.1 the investment policy is set down in Writing for the Financial Expert or Experts by the Trustees;

12.2 timely reports of all transactions are provided to the Trustees;

12.3 the performance of the investments is reviewed regularly with the Trustees;

12.4 the Trustees are entitled to cancel the delegation arrangement at any time;

12.5 the investment policy and the delegation arrangements are reviewed regularly;

12.6 all payments due to the Financial Expert or Experts are on a scale or at a level which is agreed in advance and are notified promptly to the Trustees on receipt; and

12.7 the Financial Expert or Experts must not do anything outside the powers of the Trustees.

## **13. Consultation with Local Groups**

The Trustees shall regularly (and at least annually) consult with and report to representatives of Local Groups, supporter members, activists, financial supporters and other stakeholders and shall seek to take account of their views wherever relevant to the Trustees' decision-making.

## ***DECISION-MAKING BY TRUSTEES***

### **14. Trustees to take decisions collectively**

Any decision of the Trustees must be either:

- 14.1 by decision of a majority of the Trustees present and voting at a quorate Trustees' meeting (subject to Article 19); or
- 14.2 a unanimous decision taken in accordance with Article 20.

### **15. Calling a Trustees' meeting**

- 15.1 The Chair or any two Trustees may (and the Secretary, if any, must at the request of the Chair or any two Trustees) call a Trustees' meeting.
- 15.2 A Trustees' meeting must be called by at least seven Clear Days' notice unless either:
  - 15.2.1 all the Trustees agree; or
  - 15.2.2 urgent circumstances require shorter notice.
- 15.3 Notice of Trustees' meetings must be given to each Trustee.
- 15.4 Every notice calling a Trustees' meeting must specify:
  - 15.4.1 the place, day and time of the meeting;
  - 15.4.2 the general nature of the business to be considered at such meeting; and
  - 15.4.3 if it is anticipated that Trustees participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 15.5 Notice of Trustees' meetings need not be in Writing.
- 15.6 Article 35 shall apply, and notice of Trustees' meetings may be sent by Electronic Means to an Address provided by the Trustee for the purpose.

### **16. Participation in Trustees' meetings**

- 16.1 Subject to the Articles, Trustees participate in a Trustees' meeting, or part of a Trustees' meeting, when:
  - 16.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 16.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting (for example via telephone or video conferencing).
- 16.2 In determining whether Trustees are participating in a Trustees' meeting, it is irrelevant where any Trustee is or how they communicate with each other.

16.3 If all the Trustees participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

**17. Quorum for Trustees' meetings**

17.1 At a Trustees' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

17.2 The quorum for Trustees' meetings may be fixed from time to time by a decision of the Trustees, but it must never be less than three, and unless otherwise fixed it is three.

17.3 If the total number of Trustees for the time being is less than the quorum required, the Trustees must not take any decision other than a decision to appoint further Trustees.

**18. Chairing of Trustees' meetings**

The Chair, if any, or in his or her absence another Trustee nominated by the Trustees present shall preside as chair of each Trustees' meeting.

**19. Casting vote**

If the numbers of votes for and against a proposal at a Trustees' meeting are equal, the chair of the meeting shall not have a casting vote in addition to any other vote he or she may have.

**20. Unanimous decisions without a meeting**

20.1 A decision is taken in accordance with this Article when all of the Trustees indicate to each other by any means (including without limitation by Electronic Means, such as by email or by telephone) that they share a common view on a matter. The Trustees cannot rely on this Article to make a decision if one or more of the Trustees has a conflict of interest or duty which, under Article 21, results in them not being entitled to vote.

20.2 Such a decision may, but need not, take the form of a resolution in Writing, copies of which have been signed by each Trustee or to which each Trustee has otherwise indicated agreement in Writing.

**21. Conflicts of interest**

*Declaration of interests*

21.1 Unless Article 21.2 applies, a Trustee must declare the nature and extent of:

21.1.1 any direct or indirect interest which he or she has in a proposed transaction or arrangement with the Charity; and

21.1.2 any duty or any direct or indirect interest which he or she has which conflicts or may conflict with the interests of the Charity or his or her duties to the Charity.

- 21.2 There is no need to declare any interest or duty of which the other Trustees are, or ought reasonably to be, already aware.

***Participation in decision-making***

- 21.3 If a Trustee's interest or duty cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she is entitled to participate in the decision-making process, to be counted in the quorum and to vote in relation to the matter. Any uncertainty about whether a Trustee's interest or duty is likely to give rise to a conflict shall be determined by a majority decision of the other Trustees taking part in the decision-making process.

- 21.4 If a Trustee's interest or duty gives rise (or could reasonably be regarded as likely to give rise) to a conflict of interest or a conflict of duties with or in respect of the Charity, he or she may participate in the decision-making process and may be counted in the quorum and vote unless:

- 21.4.1 the decision could result in the Trustee or any person who is Connected with him or her receiving a benefit other than:

- (a) any benefit received in his, her or its capacity as a beneficiary of the Charity (as permitted under Article 4.4.1) and which is available generally to the beneficiaries of the Charity;
- (b) the payment of premiums in respect of indemnity insurance effected in accordance with Article 3.31;
- (c) payment under the indemnity set out at Article 6; and
- (d) reimbursement of expenses in accordance with Article 4.4.2; or

- 21.4.2 a majority of the other Trustees participating in the decision-making process decide to the contrary;

in which case he or she must comply with Article 21.5.

- 21.5 If a Trustee with a conflict of interest or conflict of duties is required to comply with this Article 21.5, he or she must:

- 21.5.1 take part in the decision-making process only to such extent as in the view of the other Trustees is necessary to inform the debate;

- 21.5.2 not be counted in the quorum for that part of the process ; and

- 21.5.3 withdraw during the vote and have no vote on the matter.

***Continuing duties to the Charity***

- 21.6 Where a Trustee has a conflict of interest or conflict of duties and the Trustee has complied with his or her obligations under these Articles in respect of that conflict:

21.6.1 the Trustee shall not be in breach of his or her duties to the Charity by withholding confidential information from the Charity if to disclose it would result in a breach of any other duty or obligation of confidence owed by him or her; and

21.6.2 the Trustee shall not be accountable to the Charity for any benefit expressly permitted under these Articles which he or she or any person Connected with him or her derives from any matter or from any office, employment or position.

**22. Register of Trustees' interests**

The Trustees must cause a register of Trustees' interests to be kept.

**23. Validity of Trustee actions**

All acts done by a person acting as a Trustee shall, even if afterwards discovered that there was a defect in his or her appointment or that he or she was disqualified from holding office or had vacated office, be as valid as if such person had been duly appointed and was qualified and had continued to be a Trustee.

**24. Trustee's discretion to make further rules**

Subject to the Articles, the Trustees may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to Trustees.

***APPOINTMENT AND RETIREMENT OF TRUSTEES***

**25. Number of Trustees and composition of the Board**

25.1 There shall be at least three Trustees.

25.2 The Board shall be comprised as follows:

25.2.1 up to seven Elected Trustees; and

25.2.2 up to three Co-opted Trustees.

**26. Appointment of Trustees and retirement of Trustees**

26.1 Any person who is willing to act as a Trustee, and who would not be disqualified from acting under the provisions of Article 27, may be appointed to be a Trustee in accordance with Articles 26.2 to 26.4.

***Appointment of Elected Trustees***

26.2 Elected Trustees shall be appointed by the Local Groups:

26.2.1 at such time; and

26.2.2 by following an election process from candidates recommended by the Nominations Panel in such manner

as the Trustees shall from time to time determine. New Elected Trustees shall take office immediately after the first Trustees' meeting following their election.

- 26.3 In the event that an Elected Trustee retires, other than in accordance with Article 26.5, the Trustees may resolve to appoint another individual as an Elected Trustee to fill the vacancy provided that individual retires from office at the subsequent Annual Retirement Meeting or when a replacement takes office further to an election process in accordance with Article 26.2, if sooner.

***Appointment of Co-opted Trustees***

- 26.4 The Trustees may co-opt up to three individuals as Co-opted Trustees at any time and may replace retired Co-opted Trustees by a decision of the Trustees from candidates recommended by the Nominations Panel.

***Automatic retirement***

- 26.5 Each Trustee shall retire from office at the third Annual Retirement Meeting following the commencement of his or her term of office.

- 26.6 The Annual Retirement Meeting in a year shall be:

26.6.1 the meeting of the Trustees following the announcement of the results of that year's election process in accordance with Article 26.2; or

26.6.2 in any year in which there would not otherwise be an Annual Retirement Meeting, the first Trustees' meeting to fall after the anniversary of the last Annual Retirement Meeting, or as otherwise may be agreed by the Trustees.

***Reappointment of Trustees and maximum term limit***

- 26.7 Retiring Trustees may be reappointed by decision of the Trustees following consideration of recommendations from the Nominations Panel but a Trustee who has served for three terms of office after their first election (in the case of an Elected Trustee) or co-option (in the case of Co-opted Trustees) may not be reappointed.

- 26.8 If the retirement of a Trustee under Article 26.5 causes the number of Trustees to fall below that set out in Article 25.1 then the retiring Trustee shall remain in office until a new appointment is made.

***Minimum age***

- 26.9 No person may be appointed as a Trustee unless he or she has reached the age of 18 years.

***General***

- 26.10 A Trustee may not appoint an alternate director or anyone to act on his or her behalf at meetings of the Trustees.

## **27. Disqualification and removal of Trustees**

A Trustee shall cease to hold office if:

- 27.1 he or she ceases to be a director by virtue of any provision of the Companies Act 2006, or is prohibited from being a director by law;
- 27.2 he or she is disqualified under the Charities Act 2011 from acting as a trustee of a charity;
- 27.3 the Trustees reasonably believe he or she has become physically or mentally incapable of managing his or her own affairs and they resolve that he or she be removed from office;
- 27.4 notification is received by the Charity from him or her that he or she is resigning from office, and such resignation has taken effect in accordance with its terms (but only if at least three Trustees will remain in office when such resignation has taken effect);
- 27.5 he or she fails to attend three consecutive meetings of the Trustees and the Trustees resolve that he or she be removed for this reason; or
- 27.6 at a meeting of the Trustees at which at least half of the Trustees are present, a resolution is passed that he or she be removed from office. Such a resolution shall not be passed unless he or she has been given at least 14 Clear Days' notice that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been afforded a reasonable opportunity of either (at his or her option) being heard by or of making written representations to the Trustees.

## **NOMINATIONS PANEL**

### **28. Nominations Panel**

- 28.1 In conjunction with the directors of Limited, the Trustees shall establish a Nominations Panel, of which at least half of the members shall neither be employed by or on the board of the Charity or Limited ("**Independent Members**"). The Independent Members shall include one or more members of Local Groups.
- 28.2 The Trustees may (by joint decision with the directors of Limited) appoint individuals to be members of the Nominations Panel for a term of up to one year. Retiring members of the Nominations Panel may be reappointed.
- 28.3 The Trustees of the Charity and the directors of Limited shall provide guidance to the Nominations Panel on the balance of skills, experience, ethnicity, gender, national (with particular reference to England, Wales and Northern Ireland) and regional coverage sought by each board.
- 28.4 Subject to this Article 28, the Trustees may (in conjunction with the directors of Limited) make rules governing the proceedings and remit of the Nominations Panel in selecting candidates for recommendation as Trustees. The Nominations Panel may otherwise govern its proceedings as it sees fit.

## **PATRONS**

### **29. Patrons**

The Trustees may appoint and remove any individual(s) as patron(s) of the Charity on such terms as they shall think fit. A patron (if not a member) shall have the right to be given notice of, to attend and speak (but not vote) at any general meeting of the Charity and shall also have the right to receive accounts of the Charity when available to members.

## **MEMBERS**

### ***BECOMING AND CEASING TO BE A MEMBER***

#### **30. Trustees as members**

- 30.1 The Trustees from time to time shall be the only members of the Charity.
- 30.2 A Trustee shall become a member on becoming a Trustee and shall be deemed to have agreed to become a member of the Charity.
- 30.3 The names of the members of the Charity must be entered in the register of members.

#### **31. Termination of membership**

- 31.1 A member shall cease to be a member if he or she ceases to be a Trustee.
- 31.2 Membership is not transferable and shall cease on death.

#### **32. Supporter members**

The Trustees may establish such classes of supporter membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as they think fit and may admit and remove such supporter members in accordance with such regulations as the Trustees shall make, provided that no such supporter members shall be members of the Charity for the purposes of the Articles or the Companies Acts.

### ***MEETINGS AND COMPANY RESOLUTIONS***

#### ***DECISION-MAKING BY MEMBERS***

#### **33. Members' meetings**

- 33.1 The Trustees may call a general meeting of the members at any time.
- 33.2 Such meetings must be held in accordance with the provisions regarding such meetings in the Companies Acts.

## **WRITTEN RESOLUTIONS**

### **34. Written resolutions**

#### ***General***

- 34.1 Subject to this Article 34 a written resolution agreed by:
- 34.1.1 members representing a simple majority; or
  - 34.1.2 (in the case of a special resolution) members representing not less than 75%;
- of the total voting rights of eligible members shall be effective.
- 34.2 On a written resolution each member shall have one vote.
- 34.3 A written resolution is not a special resolution unless it states that it was proposed as a special resolution.
- 34.4 A members' resolution under the Companies Acts removing a Trustee or auditor before the expiry of his or her term of office may not be passed as a written resolution.

#### ***Circulation***

- 34.5 A copy of the proposed written resolution must be sent to every eligible member together with a statement informing the member how to signify his or her agreement and the date by which the resolution must be passed if it is not to lapse.
- 34.6 In relation to a resolution proposed as a written resolution the eligible members are the members who would have been entitled to vote on the resolution on the Circulation Date.
- 34.7 The required majority of eligible members must signify their agreement to the written resolution within the period of 28 days beginning with the Circulation Date.
- 34.8 Communications in relation to written resolutions must be sent to the Charity's auditors in accordance with the Companies Acts.

#### ***Signifying agreement***

- 34.9 A member signifies his or her agreement to a proposed written resolution when the Charity receives from him or her (or from someone acting on his or her behalf) an authenticated Document:
- 34.9.1 identifying the resolution to which it relates; and
  - 34.9.2 indicating the member's agreement to the resolution.
- 34.10 For the purposes of Article 34.9:
- 34.10.1a Document sent or supplied in Hard Copy Form is sufficiently authenticated if it is signed by the person sending or supplying it; and

34.10.2a Document sent or supplied in Electronic Form is sufficiently authenticated if:

- (a) the identity of the sender is confirmed in a manner specified by the Charity; or
- (b) where no such manner has been specified by the Charity, if the communication contains or is accompanied by a statement of the identity of the sender and the Charity has no reason to doubt the truth of that statement.

34.11 If the Charity gives an electronic Address in any Document containing or accompanying a written resolution, it will be deemed to have been agreed that any Document or information relating to that resolution (including a member's agreement to the resolution) may be sent by Electronic Means to that Address (subject to any conditions or limitations specified in the Document).

## **ADMINISTRATIVE ARRANGEMENTS AND MISCELLANEOUS**

### **35. Communications by the Charity**

#### *Methods of communication*

35.1 Subject to the Articles and the Companies Acts, any Document or information (including any notice, report or accounts) sent or supplied by the Charity under the Articles or the Companies Acts may be sent or supplied in any way in which the Companies Act 2006 provides for Documents or information which are authorised or required by any provision of that Act to be sent or supplied by the Charity, including without limitation:

35.1.1 in Hard Copy Form;

35.1.2 in Electronic Form; or

35.1.3 by making it available on a website.

35.2 Where a Document or information which is required or authorised to be sent or supplied by the Charity under the Companies Acts is sent or supplied in Electronic Form or by making it available on a website, the recipient must have agreed that it may be sent or supplied in that form or manner or be deemed to have so agreed under the Companies Acts (and not revoked that agreement). Where any other Document or information is sent or supplied in Electronic Form or made available on a website the Trustees may decide what agreement (if any) is required from the recipient.

35.3 Subject to the Articles, any notice or Document to be sent or supplied to a Trustee in connection with the taking of decisions by Trustees may also be sent or supplied by the means which that Trustee has asked to be sent or supplied with such notices or Documents for the time being.

### ***Deemed delivery***

- 35.4 A member present in person or by proxy at a meeting of the Charity shall be deemed to have received notice of the meeting and the purposes for which it was called.
- 35.5 Where any Document or information is sent or supplied by the Charity to the members:
- 35.5.1 where it is sent by post it is deemed to have been received 48 hours (including Saturdays, Sundays, and Public Holidays) after it was posted;
- 35.5.2 where it is sent or supplied by Electronic Means, it is deemed to have been received on the same day that it was sent;
- 35.5.3 where it is sent or supplied by means of a website, it is deemed to have been received:
- (a) when the material was first made available on the website; or
  - (b) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.
- 35.6 Subject to the Companies Acts, a Trustee or any other person (other than in their capacity as a member) may agree with the Charity that notices or Documents sent to that person in a particular way are deemed to have been received within a specified time, and for the specified time to be less than 48 hours.

### ***Failed delivery***

- 35.7 Where any Document or information has been sent or supplied by the Charity by Electronic Means and the Charity receives notice that the message is undeliverable:
- 35.7.1 if the Document or information has been sent to a member and is notice of a general meeting of the Charity, the Charity is under no obligation to send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members, but may in its discretion choose to do so;
- 35.7.2 in all other cases, the Charity shall send a Hard Copy of the Document or information to the member's postal address as shown in the Charity's register of members (if any), or in the case of a recipient who is not a member, to the last known postal address for that person (if any); and
- 35.7.3 the date of service or delivery of the Documents or information shall be the date on which the original electronic communication was sent, notwithstanding the subsequent sending of Hard Copies.

### ***Exceptions***

- 35.8 Copies of the Charity's annual accounts and reports need not be sent to a person for whom the Charity does not have a current Address.

- 35.9 Notices of general meetings need not be sent to a member who does not register an Address with the Charity, or who registers only a postal address outside the United Kingdom, or to a member for whom the Charity does not have a current Address.

### **36. Communications to the Charity**

The provisions of the Companies Acts shall apply to communications to the Charity.

### **37. Secretary**

A Secretary may be appointed by the Trustees for such term, at such remuneration and upon such conditions as they may think fit, and may be removed by them. If there is no Secretary:

- 37.1 anything authorised or required to be given or sent to, or served on, the Charity by being sent to its Secretary may be given or sent to, or served on, the Charity itself, and if addressed to the Secretary shall be treated as addressed to the Charity; and
- 37.2 anything else required or authorised to be done by or to the Secretary of the Charity may be done by or to a Trustee, or a person authorised generally or specifically in that behalf by the Trustees.

### **38. Irregularities**

The proceedings at any meeting or on the taking of any poll or the passing of a written resolution or the making of any decision shall not be invalidated by reason of any accidental informality or irregularity (including any accidental omission to give or any non-receipt of notice) or any want of qualification in any of the persons present or voting or by reason of any business being considered which is not specified in the notice.

### **39. Minutes**

The Trustees must cause minutes to be made:

- 39.1 of all appointments of officers made by the Trustees;
- 39.2 of all resolutions of the Charity and of the Trustees (including, without limitation, decisions of the Trustees made without a meeting); and
- 39.3 of all proceedings at meetings of the Charity and of the Trustees, and of committees of Trustees, including the names of the Trustees present at each such meeting;

and any such minute, if purported to be signed (or in the case of minutes of Trustees' meetings signed or authenticated) by the chair of the meeting at which the proceedings were had, or by the chair of the next succeeding meeting, shall, as against any member or Trustee of the Charity, be sufficient evidence of the proceedings.

### **40. Records and accounts**

- 40.1 The Trustees shall comply with the requirements of the Companies Acts and of the Charities Act 2011 as to maintaining a members' register, keeping financial records,

the audit or examination of accounts and the preparation and transmission to the Registrar of Companies and the Charity Commission of:

- 40.1.1 annual reports;
- 40.1.2 annual returns; and
- 40.1.3 annual statements of account.

**41. Exclusion of model articles**

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

**WINDING UP**

**42. Winding up**

42.1 At any time before, and in expectation of, the winding up or dissolution of the Charity, the Trustees may resolve that any net assets of the Charity after all its debts and liabilities have been paid, or provision made for them, shall on the dissolution or winding up of the Charity be applied or transferred in any of the following ways:

42.1.1 directly for the objects of the Charity; or

42.1.2 to any institution or institutions which is or are regarded as charitable under the law of every part of the United Kingdom:

- (a) for purposes similar to the objects of the Charity; or
- (b) for use for particular purposes that fall within the objects of the Charity.

42.2 In no circumstances shall the net assets of the Charity be paid to or distributed to the members of the Charity under this Article 42.

42.3 If no resolution is passed in accordance with Article 42.1 the net assets of the Charity shall be applied for such purposes regarded as charitable under the law of every part of the United Kingdom as are directed by the Charity Commission.

**SCHEDULE**  
**INTERPRETATION**

**Defined terms**

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

<b>Term</b>	<b>Meaning</b>
1.1 <b>“Address”</b>	includes a postal or physical address and a number or address used for the purposes of sending or receiving Documents or information by Electronic Means;
1.2 <b>“Annual Retirement Meeting”</b>	has the meaning given in Article 26.6;
1.3 <b>“Articles”</b>	the Charity’s articles of association;
1.4 <b>“Board”</b>	means the board of Trustees of the Charity;
1.5 <b>“Chair”</b>	has the meaning given in Article 8;
1.6 <b>“Charity”</b>	Friends of the Earth Trust;
1.7 <b>“Circulation Date”</b>	in relation to a written resolution, has the meaning given to it in the Companies Acts;
1.8 <b>“Clear Days”</b>	in relation to the period of a notice, 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;
1.9 <b>“Companies Acts”</b>	the Companies Acts (as defined in Section 2 of the Companies Act 2006), in so far as they apply to the Charity;
1.10 <b>“Connected ”</b>	in relation to a Trustee means any person falling within any of the following categories:  (a) any spouse, civil partner, parent, child, brother, sister, grandparent or grandchild of the Trustee; or  (b) the spouse or civil partner of any person in (a); or  (c) any other person in a relationship with the Trustee which may reasonably be regarded as equivalent to such a relationship as is

mentioned at (a) or (b); or

(d) any company, partnership or firm of which the Trustee is a paid director, member, partner or employee, or shareholder holding more than 1% of the capital;

- 1.11 **“Co-opted Trustee”** means a Trustee who is appointed in accordance with Article 26.4;
- 1.12 **“Document”** includes summons, notice, order or other legal process and includes, unless otherwise specified, any document sent or supplied in Electronic Form;
- 1.13 **“Elected Trustee”** means a Trustee who is appointed in accordance with Articles 26.2 or in the event of a vacancy 26.3;
- 1.14 **“Electronic Form” and “Electronic Means”** have the meanings respectively given to them in Section 1168 of the Companies Act 2006;
- 1.15 **“Financial Expert”** an individual, company or firm who, or which, is authorised to give investment advice under the Financial Services and Markets Act 2000;
- 1.16 **“Hard Copy” and “Hard Copy Form”** have the meanings respectively given to them in the Companies Act 2006;
- 1.17 **“Independent Members”** has the meaning given in Article 28.1;
- 1.18 **“Limited”** Friends of the Earth Limited, registered company number 01012357 or any successor organisation;
- 1.19 **“Local Group”** a Friends of the Earth group which is a party to a partnership agreement and a licence agreement with Limited;
- 1.20 **“Nominations Panel”** the panel established by the Trustees in conjunction with the directors of Limited in accordance with Article 28;
- 1.21 **“Public Holiday”** means Christmas Day, Good Friday and any day that is a bank holiday under the Banking and Financial Dealings Act 1971 in the part of the United Kingdom where the company is registered;
- 1.22 **“Secretary”** the secretary of the Charity (if any);
- 1.23 **“Subsidiary Company”** any company in which the Charity holds more than 50% of the shares, controls more than 50%

of the voting rights attached to the shares or has the right to appoint a majority of the board of the company;

- 1.24 **“Trustee”** a director of the Charity, and includes any person occupying the position of director, by whatever name called including Elected Trustee or Co-opted Trustee; and
- 1.25 **“Writing”** the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.
2. Subject to paragraph 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.
3. Unless the context otherwise requires, words or expressions contained in the Articles which are not defined in paragraph 1 above bear the same meaning as in the Companies Act 2006 as in force on the date when the Articles became binding on the Charity.