



DURHAM WILDLIFE TRUST

(Registered Charity Number 501038)

MEMORANDUM OF ASSOCIATION

Issue 2
Revision 0

The Companies Acts, 1948 to 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

DURHAM WILDLIFE TRUST LIMITED

Including amendments agreed by members up to and including 10th November 2008.
Please Note - Amendments proposed at the 2016 AGM were not deemed necessary by the Charity Commission and it was confirmed at the 2017 AGM that this version of the Memorandum of Association remains current until such time as further revisions are proposed and agreed by the Trust and relevant regulatory bodies.

1. The name of the Company (hereinafter called “the Trust”) is “Durham Wildlife Trust Limited”.
2. The registered office of the Trust will be situate in England.
3. The objects for which the Trust is established are: - For the public benefit and more particularly in the County of Durham:-
 - i) To record, study and protect from injury, ill-treatment or destruction places and objects of natural beauty or of botanical, zoological, ecological, silvicultural, geological, archaeological, historical or scientific interest.
 - ii) To promote, organise, carry on and encourage study and research for the advancement of knowledge in the natural sciences and to make grants or donations for such purposes.
 - iii) To established, form, own, maintain and manage sanctuaries and reserves for the preservation of fauna and vegetation and areas of natural beauty or of botanical, zoological, ecological, silvicultural, geological, archaeological, historical or scientific interest.

And for the purposes aforesaid:-

- iv) To purchase or otherwise acquire and take over all or any part of the property, assets, liabilities and engagements of any one or more charitable companies, societies, associations, or bodies having objects similar to those of the Trust and which the Trust may lawfully acquire or take over, and to amalgamate with any such companies, societies, associations or bodies.
- v) To undertake the direction or supervision of matters whether of a legal nature or otherwise directly or indirectly affecting the objects of the Trust.
- vi) To promote and encourage the objects of the Trust by means of circulation of all forms of printed matter, and to print, publish and sell books, papers, circulars and periodicals requisite for that purpose, and by means of the organisation of tours, rambles, excursions and the like, and the provision of through tickets, conveyances, circular tickets, enquiry bureaux and other travelling facilities to encourage the collection and dissemination of knowledge useful for and conducive to any of the objects of the Trust.
- vii) To promote lectures and meetings, and by those means and by wireless, television, sound recording and projecting instruments, photographs, exhibitions, libraries and collections of relics, designs, drawings, models and objects which are of botanical, zoological, ecological, silvicultural, geological, biological, archaeological or historic interests, to disseminate knowledge useful for and conducive to the objects of the Trust and to manufacture, buy, sell, rent, let on hire and deal in all articles and commodities of whatsoever nature as may deemed suitable or desirable for promoting the objects of the Trust.
- viii) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges for the promotion of the objects of the Trust and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Trust.

- ix) To sell, improve, develop, lease, let on hire, mortgage, dispose of or otherwise deal with all or any of the property or assets and rights and privileges of the Trust with a view to the promotion of its objects.
- x) To accept subscriptions, donations, entrance fees and other moneys and apply the same for the purposes of the Trust.
- xi) To act in concert or make any arrangements with any national council, universities, colleges, schools, educational authorities, societies, corporations, county councils, district councils, parish councils, improvement commissioners or other authority, now or hereafter constituted, or with any residents, property owners or tenants in the neighbourhood of property of the Trust with a view to promoting any of the objects aforesaid.
- xiii) To establish and maintain hostels, and to provide and sell refreshments, fancy articles, printed matter and the like to persons visiting or frequenting the premises of the Trust.
- xiii) To undertake and execute any trusts which may lawfully be undertaken by the Trust and may be conducive to its objects.
- xiv) To borrow or raise money for the purposes of the Trust on such terms and on such securities as the Trust may think fit.
- xv) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as the Trust may think fit, but so that moneys subject to or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- xvi) To establish and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes calculated to further the objects of the Trust.
- xvii) For all or any of the objects of the Trust to employ secretaries, clerks, workmen, keepers, watchers and assistants, together with lecturers, guides, and professional assistants of all kinds, and to remunerate any persons for services rendered.
- xviii) To do all such other things as will further the attainment of the above objects or any of them.

Provided that the Trust shall not support with its funds any objects, or endeavour to impose on or procure to be observed by its members or others, any regulations, restriction or condition which if an object of the Trust would make it a trade union.

Provided also that in case the Trust shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Secretary of State for Education and Science, the Trust shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards such property the Council of Management or Governing Body of the Trust shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Trust shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity

Commissioners or the Secretary of State for Education and Science over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Trust were not incorporated. In case the Trust shall take or hold any property which may be subject to any trusts, the Trust shall only deal with the same in such manner as allowed by law, having regards to such trusts.

4. The income and property of the Trust whencesoever derived, shall be applied solely towards the promotion of the objects of the Trust as set forth in this 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 members of the Trust.

Provided that nothing herein shall prevent the payment in good faith, of reasonable and proper remuneration to any officer or servant of the Trust, or to any Members of the Trust in return for any services actually rendered to the Trust, nor to prevent the payment of interest at a rate not exceeding one per centum per annum above the base rate of the Trust's bankers for the time being on money lent or reasonable and proper rent for premises demised or let by any Members of the Trust; but so that no member of the Council of Management or Governing Body of the Trust shall be appointed to any salaried office of the Trust or any office of the Trust paid by fees, and that no remuneration or other benefit in money or monies worth shall be given by the Trust to any member of such Council or Governing Body except that a Member of the Council may enter into contracts and arrangements with the Trust where it can be shown that such contract and arrangement offers best value to the Trust or to any payment to any company of which a Member of the Council of Management or Governing Body may be a member, and such member shall not hold more than one-hundredth part of the capital and such member shall not be bound to account for any share or profits he may receive in respect of such payment.

5. The liability of the members is limited.
6. Every 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 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 ceased to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding £1.
7. If upon the 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 among the members of the Trust, but shall be given or transferred to some charitable or other institution or institutions having objects similar to the objects of the Trust, and which shall prohibit the distribution of its or their income and property among 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 institution or institutions to be determined by the members of the Trust at or before the time of dissolution, and if and so far as effect cannot be given to such provisions, then to some charitable object.
8. True accounts shall be kept of the sums of money received and expended by the Trust, and the matters in respect of which such receipt and expenditure take place, of all sales and purchases of goods by the Trust 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 examined and the correctness of the income and expenditure accounts and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

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 DESCRIPTIONS OF SUBSCRIBERS.

E. HINTON-CLIFTON, Abbey Mill House, Barnard Castle (Company Director).

R.G. DONALD, Rowantree House, High Wham, Butterknowle, Bishop Auckland (Assistant School Master).

C.A.B STEEL, 14 Etrick Grove, High Barnes, Sunderland (Curator).

JANETTA G. SCURFIELD, 9 The Craiglunds, Sunderland, SR2 9AD (Librarian).

J. BELL, 301 Durham Road, Consett, Co. Durham (Retired Timekeeper).

T.C. DUNN, The Poplars, Chester-le-Street (School-master).

J.C. COULSON, 24 Baliol Square, Durham City (University Reader).

SYLVIA WHITWELL, 42 Etherley Lane, Bishop Auckland (Housewife).

D.E. JUDE, 38 Bankwell Drive, High Etherley, Bishop Auckland (Lecturer).

BRIAN UNWIN, 2 Albyn Gardens, Sunderland (Journalist).

B. J. COALES, 12 Hardwick Road, Sedgfield, Co. Durham (Chartered Surveyor).

K. R. ASHBY, 25 Hawthorn Terrace, Durham City (Zoologist).

ELSIE MOSES, 1 Abbey Road, Darlington (Housewife).

Dates this 15th day of July , 1971.

Witness to the above Signatures:-

KENNETH D. HODGSON,
21 Coniscliffe Road
Darlington.

Solicitor.