

THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION OF

BLACKWATER VALLEY COUNTRYSIDE
TRUST

Registered Company Number 04898996
Registered Charity Number 1109424



Blackwater Valley
Countryside Trust

1. The Company's name is "BLACKWATER VALLEY COUNTRYSIDE TRUST" (and in this document, it is called "the Charity").

2. The Company's registered office is to be situated in England and Wales.

3. The Charity's objects are: -

(i) To promote the conservation, protection and improvement of the physical and natural environment and promote the management of the countryside, biodiversity and wildlife habitats and characteristic landscapes of the Blackwater Valley by supporting conservation projects and programmes within and around the Boroughs of Rushmoor, Bracknell Forest, Guildford, Waverley and Surrey Heath; the Districts of Hart and Wokingham and such other areas as the Charity may from time to time decide ("the area of benefit").

(ii) To advance the education of the public on matters connected with countryside management by supporting, promoting and improving public access to the countryside, and promoting the participation of the public in countryside management within the area of benefit.

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

(a) To collect information and underpin wise management of the natural countryside.

(b) To co-operate with land management advisers including public bodies, educational institutions, the public and others, to collect information and data to encourage wise management of the countryside and to disseminate such information.

(c) To arrange and organise exhibitions, conferences, seminars, lectures and training courses between interested parties for the pooling and dissemination of information and to provide information and guidance by the publishing of pamphlets, books, scientific papers, journals and other publications relating to the work of the Charity.

(d) Subject to such consents as may be required by law, to borrow and raise money for the furtherance of the objects of the Charity in such manner and on such security as the Charity may think fit.

(e) To raise funds and to invite and receive contributions from any person or persons whatsoever by way of subscription, donation or otherwise if this shall be without prejudice to the ability of the Charity to disclaim any gift, legacy or bequest in whole or in part in such circumstances as the Charity may think fit and provided also that the

Charity shall only undertake such trading activities in raising funds for the above mentioned charitable objects as are permitted by law.

(f) To lend money to and to take security for such loans from and to guarantee and become or give security for the performance of contracts and obligations by any charitable organisation or body.

(g) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, and other negotiable, transferable, or mercantile instruments.

(h) To subscribe for either absolutely or conditionally or otherwise acquire and hold shares, stocks, debentures, debenture stock or other securities or obligations of any other company.

(i) To invest the moneys of the Charity not immediately required for the furtherance of its objects in or upon such investments, securities or property as may be thought fit, subject nevertheless to such conditions (if any) and such consents (if any) as may for the time being be imposed or required by law.

(j) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges and to construct, maintain and alter any buildings or erections which the Charity may think necessary for the promotion of its objects.

(k) Subject to such consents as may be required by law, to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Charity with a view to the furtherance of its objects.

(l) Subject to Clause 4 hereof to employ and pay such architects, surveyors, solicitors and other professional persons, workmen, clerks and other staff as are necessary for the furtherance of the objects of the Charity.

(m) To make all reasonable and necessary provision for the payment of pensions and superannuation to or on behalf of employees and their widows and other dependants.

(n) To provide indemnity insurance to cover the liability of the Council of Management (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of trust or breach of duty of which they may be guilty in relation to the Charity: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Council of Management (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Council of Management (or any

of them) in reckless disregard of whether it was a breach of trust or breach of duty or not.

(o) To subscribe to, become a member of, or amalgamate or co-operate with any other charitable organisation, institution, society or body not formed or established for purposes of profit (whether incorporated or not and whether in Great Britain or Northern Ireland or elsewhere) whose objects are wholly or in part similar to those of the Charity and which by its constitution prohibits the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Charity under or by virtue of Clause 4 hereof and to purchase or otherwise acquire and undertake all such part of the property, assets, liabilities and engagements as may lawfully be acquired or undertaken by the Charity of any such charitable organisation, institution, society or body.

(p) To establish and support or aid the establishment and support of any charitable trusts, associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with or calculated to further any of the objects of the Charity.

(q) To do all or any of the things hereinbefore authorised either alone or in conjunction with any other charitable organisation, institution, society or body with which this Charity is authorised to amalgamate.

(r) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Charity.

(s) To do all such other lawful things as are necessary for the attainment of the above objects or any of them.

Provided that: -

(a) In case the Charity shall take or hold any property which may be subject to any trusts, the Charity shall only deal with or invest the same in such manner as allowed by law, having regard to such trusts.

(b) The objects of the Charity shall not extend to the regulation of relations between workers and employers or organisations of workers and organisations of employers.

(c) In case the Charity shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales, the Charity shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or

Governing Body of the Charity 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 Charity shall not diminish or impair any control or authority exercisable by the Chancery Division or the Charity Commissioners 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 Charity were not incorporated.

4. The income and property of the Charity shall be applied solely towards the promotion of its objects 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 members of the Charity, and no member of its Council of Management or Governing Body shall be appointed to any office of the Charity paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Charity.

If nothing herein shall prevent any payment in good faith by the Charity: -

(a) of reasonable and proper remuneration to any member, officer or servant of the Charity (not being a member of its Council of Management or Governing Body) for any services rendered to the Charity;

(b) of interest on money lent by any member of the Charity or of its Council of Management or Governing Body at a reasonable and proper rate per annum not exceeding 2 per cent less than the published base lending rate of a clearing bank to be selected by the Council of Management or Governing Body;

(c) of reasonable and proper rent for premises demised or let by any member of the Charity or of its Council of Management or Governing Body;

(d) of fees, remuneration or other benefit in money or money's worth to any company of which a member of the Council of Management or Governing Body may also be a member holding not more than 1/100th part of the capital of that company; and

(e) to any member of its Council of Management or Governing Body of reasonable out-of-pocket expenses; and

(f) of any premium in respect of any such indemnity insurance as is permitted by Clause 3(n) of the Memorandum of Association of the Charity.

5. The liability of the members is limited.

6. Every member of the Charity undertakes to contribute such amount as may be required (not exceeding £1) to the Charity's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Charity's debts and liabilities contracted before he ceases 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.

7. If upon the winding-up or dissolution of the Charity 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 Charity, but shall be given or transferred to some other charitable institution or institutions having objects similar to the objects of the Charity, and which shall prohibit the distribution of its or their income and property to an extent at least as great as is imposed on the Charity under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the members of the Charity at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some other charitable object

