

ANNUAL GENERAL MEETING 2020

EXPLANATORY NOTE - PROPOSED CHANGES TO THE MEMORANDUM AND ARTICLES OF ASSOCIATION

During this year the Governance and Nominations Committee, advised by the Trust's solicitors, carried out a review of the Memorandum and Articles of Association. The Covid-19 epidemic has highlighted the critical need to make provision for remote meetings, and a number of other necessary or desirable changes were identified.

The substantive changes proposed are as follows:

Memorandum paragraph 4

Bringing the Memorandum and Articles into line with the Charities Act with respect to Trustee/Director conflicts of interest by amending the Memorandum and adopting the relevant Charity Commission model articles in new Articles 49 to 53.

Article 12A

Power to hold General Meetings by electronic means.

Article 16

Chair of Board to chair General Meetings (previously the President).

Article 30

Removal of the former separate 'Officers' category of trustee, with all trustees to be elected as trustees by the Members at the AGM, and the Chair and Treasurer to be appointed by the Board from among the trustees.

Trustee terms of office to be four years with extensions of up to four years making a maximum of eight continuous years in total. Previously only a single extension of one to four years was permitted.

Powers of appointment of committees contained in Articles 30b and 44 to be combined in new Article 45, retaining the flexibility to appoint non-trustee committee members.

Article 31

Nominations from Members of candidates for election as trustees to be received before notice of the AGM is given, so that the notice may include them.

Article 41

Power to hold Board meetings by electronic means.

Articles 60 and 62

Power to give notice by electronic means, subject to Member's consent.

A version showing the detailed amendments is attached.

THE BRITISH TRUST FOR ORNITHOLOGY

MEMORANDUM

&

ARTICLES OF ASSOCIATION

(~~9~~5 December ~~2017~~2020)

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL.

Memorandum of Association

of

The British Trust for Ornithology

1. The name of the Company (hereinafter called "the Trust") is "THE BRITISH TRUST FOR ORNITHOLOGY".
2. The registered office of the Trust will be situate in England.
3. The objects for which the Trust is established are-

For the benefit of the nation:-

- (i) To promote, organise, carry on and encourage study and research and particularly field work for the advancement of knowledge in all branches of the Science of Ornithology.
- (ii) Permanently to preserve and protect lands and objects which by their natural features are suitable for the preservation and study of bird life and of fauna and flora generally.

And for the purposes aforesaid:-

- (a) To establish and maintain reserves for scientific study and research relating to bird life.
- (b) To promote and encourage the objects of the Trust by means of the 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 provisions 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 objects of the Trust.
- (c) To promote lectures, debates and meetings, and by those means and by wireless, sound recording and projecting instruments, mechanical projection of pictures, photographs, art galleries and entertainments, to advertise and make known the objects of the Trust and to forward the interest of the Trust in the attainment of its objects.

- (d) To act as concessionaires and agents for foreign governments and other societies and persons for the furtherance of the objects of the Trust.
- (e) To promote any private or public, local or general Act of Parliament, and to apply for any Provisional Orders which may seem to be conducive to any of the objects of the Trust.
- (f) To appeal for and accept subscriptions and donations, and to apply the same either generally for the purposes of the Trust or for some specific purpose connected therewith; to accept gifts on loan and to make loans of property.
- (g) To make, accept, endorse and execute promissory notes, bills of exchange and other negotiable instruments.
- (h) To employ, appoint and remunerate servants and agents.
- (i) To guarantee alone or jointly with others the fulfilment of any contract by any person, institution or society, where the promotion of the objects of the Trust is concerned.
- (j) To act by and to delegate powers to committees, societies and persons.
- (k) Subject to the provisions of Section 14 of the Companies Act 1929, to purchase, take on lease or exchange, hire or otherwise acquire or take options for acquiring by purchase or lease any real or personal property and any rights or privileges which the Trust may think necessary or convenient for the promotion of its objects, and to establish, form, construct, maintain and alter any buildings or erections necessary or convenient for the work of the Trust, including offices, museums and exhibitions, and libraries, and to establish and maintain collections of records and machines and appliances for recording and reproducing and representing the habits of birds or anything that may be relevant to the study of birds, or of educational or scientific interest, including books, journals, manuscripts, photographs, maps and specimens.
- (l) To sell, exchange, let, mortgage, dispose of or turn to account all or any of the property or assets of the Trust, as may be thought expedient, with a view to the promotion of its objects.
- (m) To undertake and execute any trusts which may lawfully be undertaken by the Trust and may be conducive to its objects, and in particular to hold and administer the Edward Grey Memorial Fund.
- (n) To borrow or raise money for the purposes of the Trust, on such terms and on such security as may be thought fit.
- (o) To invest the moneys of the Trust not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (p) To establish and support or aid in the establishment and support of and to combine

with any charitable and scientific associations or institutions and to subscribe or guarantee money for charitable and scientific purposes in any way connected with the purposes of the Trust or calculated to further its objects, and to affiliate with or amalgamate with any body having similar objects of a charitable and scientific nature to those of the Trust.

- (q) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Trust shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, 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 Board of Education, 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 any such property the Managers or Trustees of the Trust shall be chargeable for such property as 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 Managers or Trustees 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 Board of Education over such Managers or Trustees, 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 trust the Trust shall only deal with the same in such manner as allowed by law having regard 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 member of the Trust, in return for any services actually rendered to the Trust, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member of the Trust; but so that no ~~member of the Council of Management or Governing Body of the Trust~~ Trustee 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 money's worth shall be given by the Trust to any member of ~~such Council or Governing Body~~ the Board, ~~except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Trust; provided that the provision last aforesaid shall not apply to any payment to any railway, gas, electric lighting, water, cable, or telephone company of which a member of the Council of Management or Governing Body may be a member, or any other company in which 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 of profits he may receive in respect of any such payment.~~ save as permitted by the Charities Act.

5. The fourth paragraph of this Memorandum contains conditions on which a licence is granted

by the Board of Trade to the Trust in pursuance of Section 18 of the Companies Act 1929.

6. The liability of the members is limited.
7. Every member of the Trust undertakes to contribute to the assets of the Trust in the event of its being wound up while ~~he is~~ they are a member, or within one year after ~~he ceases~~ they cease to be a member, for payment of the debts and liabilities of the Trust contracted before ~~he ceases~~ they cease 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.
8. 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 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 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 institution or institutions to be determined by the members of the Trust at or before the time of dissolution, or in default thereof by a Judge of the High Court of Justice having jurisdiction in regard to charitable funds, and if and so far as effect cannot be given to such provision, then to some charitable object.

Provided that nothing in this Memorandum shall authorise an application of the property of the Trust for purposes which are not charitable in accordance with section 7 Charities and Trustee Investment (Scotland) Act 2005.

9. True accounts shall be kept of the 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 in force, such accounts shall be open to the inspection of 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.

No. of Company 357284

The Companies Act 1929

The Companies Act 1948

and

The Companies Act 1985

and

[The Companies Act 2006](#)

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

THE BRITISH TRUST FOR ORNITHOLOGY

(Incorporated the 20th day of October 1939)

THE COMPANIES ACT 1929
THE COMPANIES ACT 1948
~~and~~
THE COMPANIES ACT 1985
~~and~~
THE COMPANIES ACT 2006

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION OF

THE BRITISH TRUST FOR ORNITHOLOGY

(Adopted by Special Resolution passed on the 18th October 1958 and amended by Special Resolutions dated 14th October 1964, 30th November 1974, 1st December 1984, 5th December 1987 and 3rd December 1988, ~~2nd~~ December 1989, 7th December 1996, 6th December 1997, 3rd December 2005, 6th December 2008, 5th December 2009, 6th December 2014 ~~and~~ 9th December 2017 ~~and~~ 5th December 2020.)

GENERAL

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context -

WORDS	MEANINGS
The Act	The Companies Act, 1985.
These presents	These Articles of Association, and the regulations of the Trust from time to time in force.
The Trust	The above-named Trust.
The Council	The Council of Management for the time being of the Trust.
The Office	The registered office of the Trust.
The Seal	The common seal of the Trust.
The President	The President of the Trust for the time being.
The Honorary Secretary	The Honorary Secretary for the time being of the Trust.
The Honorary Treasurer	The Honorary Treasurer for the time being of the Trust.

WORDS	MEANINGS
The Officers	The Honorary Secretary and Honorary Treasurer for the time being of the Trust, the Chairman of the Council.
The Secretary	The Secretary of the Trust appointed by the Council as hereinafter provided and for the time being holding office.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.
The Chairman of the Council	The person for the time being holding the office of the Chairman of the Council of the Trust.

<u>Words</u>	<u>Meanings</u>
<u>Act</u>	<u>the Companies Act, 2006</u>
<u>Trustee</u>	<u>means those individuals appointed as Trustees in accordance with Article 31</u>
<u>Conflicted Trustee</u>	<u>a Trustee in respect of whom a conflict of interest arises or may reasonably arise because the Conflicted Trustee or a Connected Person is receiving or stands to receive a benefit (other than payment of a premium for indemnity insurance) from the Trust, or has some separate interest or duty in a matter to be decided, or in relation to information which is confidential to the Trust</u>
<u>Connected Person</u>	<u>in relation to a Trustee, a person with whom the Trustee shares a common interest such that they may reasonably be regarded as benefiting directly or indirectly from any material benefit received by that person, being either a member of the Trustee's family or household or a person or body who is a business associate of the Trustee, and (for the avoidance of doubt) does not include a company with which the Trustee's only connection is an interest consisting of no more than one per cent of the voting rights</u>

<u>In writing</u>	<u>written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form</u>
<u>Material Benefit</u>	<u>a benefit, direct or indirect, which may not be financial but has a monetary value</u>
<u>Member</u>	<u>means a member of the Trust as defined in the Act and shall include all sub-classes of membership as described in Article 7(1)</u>
<u>Month</u>	<u>means a calendar month</u>
<u>The Board</u>	<u>the Board of Trustees for the time being of the Trust</u>
<u>The Chair of the Board or the Chair</u>	<u>the Chair of the Board for the time being of the Trust</u>
<u>The Honorary Treasurer</u>	<u>the Honorary Treasurer for the time being of the Trust</u>
<u>The Office</u>	<u>the registered office of the Trust</u>
<u>The President and Vice Presidents</u>	<u>The president and vice presidents of the Trust for the time being</u>
<u>The Seal</u>	<u>the common seal of the Trust</u>
<u>The Secretary</u>	<u>the Secretary of the Trust appointed by the Board as hereinafter provided and for the time being holding office</u>
<u>The Trust</u>	<u>the above-named Trust</u>
<u>These presents</u>	<u>these Articles of Association, and the regulations of the Trust from time to time in force</u>
<u>United Kingdom</u>	<u>Great Britain and Northern Ireland</u>

And words importing the singular number only shall include the plural number, and vice versa.

Words importing ~~the masculine one~~ gender ~~only~~ shall include ~~the feminine gender~~ all genders; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Trust shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

2. The number of Members with which the Trust proposes to be registered is unlimited.
3. The provisions of section ~~352-113~~ of the Act shall be observed by the Trust, and every Member

of the Trust shall either sign a written consent to become a Member or sign the register of Members on becoming a Member.

4. The Trust is established for the purposes expressed in the Memorandum of Association.
5. The Members as at the date of adoption of these Articles and such other persons as the ~~Council-Board~~ shall admit to membership in accordance with the provisions hereinafter contained shall be Members of the Trust.
6.
 - (a) The ~~Council-Board~~ may appoint such eminent person to be patron of the Trust as they shall deem expedient in the interest of the Trust, but the patron as such shall have no part in the management and control of the Trust.
 - (b) The ~~Council-Board~~ may appoint such Members of the Trust of suitable standing to be ~~the~~ President and Vice Presidents of the ~~Trust-Board~~ to assist and advise the Trust, but the President and Vice Presidents as such shall have no part in the management and control of the Trust. Such appointment shall take effect from the next Annual General Meeting of the Trust which shall take place following the meeting of the ~~Council-Board~~ at which the appointment is made and shall last for no more than eight years.
7.
 - (1) The Members of the Trust shall consist of:-
 - (a) Life Members;
 - (b) Ordinary subscribing Members;
 - (c) Corporate bodies and representatives of firms or other unincorporated associations (hereinafter called "Non-corporate bodies");
 - (d) Corresponding Members; and
 - (e) Honorary Members.
 - (2)
 - (a)
 - (i) Membership of the Trust is open to any person whose application has been approved by ~~Council-Board~~ upon payment of such subscription as shall be determined from time to time in accordance with Subclause (3) of this Article.
 - (ii) ~~Council-Board~~ may in its absolute discretion reject any application for membership and need not give its reasons for such decision to any person.
 - (iii) If in the opinion of ~~Council-Board~~ any Member may have acted in a manner prejudicial to the interests or good name of the Trust, a registered letter shall be sent to that Member stating the nature of the alleged misconduct and informing the Member of ~~his-their~~ right to make representations concerning ~~his-their~~ membership in writing or orally to a meeting of ~~Council-Board~~ arranged to take place at least twenty-eight days after such letter is posted. Having considered any such representations ~~Council-Board~~ shall have power to deprive such Member of ~~his-their~~ membership.
 - (b) No non-corporate body may as such become a Member of the Trust, but if

any non-corporate body should desire to obtain the advantages of membership, it shall nominate one of its ~~M~~members to act as its representative, apply in its name for membership and sign the application form as its representative and exercise the rights of membership on its behalf. Every person so applying for membership shall be subject to the same rules and regulations concerning admissions and otherwise as any person not so nominated, and shall, if admitted to membership, have the same rights and be subject to the same liabilities and incidents as any person not so nominated, subject, however, to the provisions hereinafter contained. The non-corporate body shall deposit with the ~~Council~~Board the nomination of such applicant for membership and shall give all information that may be reasonably required by the ~~Council~~Board regarding itself and such applicant.

- (c) A non-corporate body which has nominated as its representative one of its ~~M~~members as aforesaid may from time to time revoke the nomination of such ~~M~~member, and, subject to the consent of the ~~Council~~Board, nominate another representative in ~~his~~their place. Upon receipt by the ~~Council~~Board of any such revocation such Member shall ipso facto cease to be a Member of the Trust or act or be entitled or recognised as a representative of such non-corporate body, and any person nominated in ~~his~~their place shall, if duly approved by the ~~Council~~Board, become a Member of the Trust as the representative of such non-corporate body in the place of the representative whose nomination has been revoked as aforesaid.
- (d) All nominations and revocations mentioned above shall be in writing signed by some duly authorised ~~Member~~member of the non-corporate body. Any change in the constitution or nature of such non-corporate body or in the status of any of its ~~Members~~members shall be notified immediately in writing to the ~~Council~~Board, who if it does not approve such change shall be entitled (without prejudice to the provisions hereinafter contained) to give notice in writing to the Member representing such non-corporate body to terminate ~~his~~their membership and to withdraw from the Trust, and shall at the same time return a due proportion of such Member's subscription having regard to the unexpired period for which it is paid, and thereupon such representative shall cease to act or be entitled or recognised as a Member and such non-corporate body as aforesaid shall have no further right to nominate a ~~Member~~member to act as its representative.
- (3) The ~~Council~~Board may from time to time fix the amount of subscriptions to be paid by Members. Categories of membership shall be as follows:-
- (a) Life Members
 - (b) Subscribing Members
 - (c) Corporate bodies and representatives of non-corporate bodies
 - (d) Corresponding Members (individuals who without pecuniary contribution undertake to further the objects of the Trust in such manner as to the ~~Council~~Board may seem meet)
 - (e) Honorary Members (individuals who do such service or make such contribution to the Trust or its funds or to the objects of the Trust or to a

society either in England or elsewhere having the same or like objects as the Trust shall appear to the ~~Council~~ Board to entitle such person to be distinguished as Honorary Members).

- (4) Every ordinary subscribing Member and every corporate body or representative of a non-corporate body Member shall pay ~~his or her~~ their or its subscription ~~to the Honorary Treasurer~~ on such date ~~as Council~~ or dates as the Board shall from time to time determine ~~and thereafter on the anniversary thereof in every year~~, and if the same is not paid within three months after it shall have become due the membership of the Member in default shall thereupon determine, but without prejudice to the liability of the Member to pay such subscription so in arrear.
- (5) Any Member may at any time previously to the date on which ~~his~~ their subscription shall be due for renewal in any year resign ~~his~~ their membership and cease to be a Member by sending in writing ~~his~~ their resignation to the Secretary, ~~but subject to such resignation in writing every ordinary subscribing Member and every corporate body or representative of a non-corporate body Member shall be liable for the amount of his or its subscription in respect of the ensuing year.~~

GENERAL MEETINGS

8. The Trust shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the ~~Council~~ Board, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting.
9. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.
10. The ~~Council~~ Board may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section ~~368~~ 302 of the Act.
11. Twenty one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day, and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents, or under the Act, entitled to receive such notices from the Trust; but with the consent of all the Members having the right to attend and vote thereat or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those Members may think fit.
12. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

12A. A General Meeting may be held either in person or by suitable electronic ~~by means determined by the Board~~ by which all participants may communicate simultaneously with all other participants.

PROCEEDINGS AT GENERAL MEETINGS

13. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the accounts and balance sheet, and the reports of the ~~Council Board~~ and of the Auditors, the election of ~~Members of the Council Trustees~~ in the place of those retiring and the appointment of, and the fixing of the remuneration of, the Auditors.
14. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided twelve Members personally present shall be a quorum.
15. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the ~~Council Board~~ may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the Members present shall be a quorum.
16. The ~~President Chair of the Board~~ shall preside as ~~Chairman Chair~~ of every General Meeting but if ~~there shall be no President or if at any meeting he is not present within 15 minutes after the time appointed for holding the same or shall be unwilling to preside, the Chairman of Council shall preside if he be then present and willing to take the chair. If the Chairman of Council~~ ~~the Chair of the Board~~ is not present or willing to take the chair the Members present shall choose ~~some Member of the Council~~ ~~a Trustee~~, or if no ~~such Member be Trustee is~~ present, or if all the ~~Members of the Council Trustees~~ present decline to take the chair, they shall choose some Member of the Trust who shall be present to take the chair.
17. The ~~Chairman Chair~~ may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the Members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.
18. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the ~~Chairman Chair~~, or by at least three Members present in person or by proxy, or by a Member or Members present in person or by proxy, and representing one-tenth of the total voting rights of all the Members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the ~~Chairman Chair~~ of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Trust shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.
19. Subject to the provisions of the next following Article, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the ~~Chairman Chair~~ of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of

the meeting at which the poll was demanded.

20. No poll shall be demanded on the election of a ~~Chairman~~ Chair of a meeting, or on any question of adjournment.
21. In the case of an equality of votes, whether on a show of hands or on a poll, the ~~Chairman~~ Chair of the meeting shall be entitled to a second or casting vote.
22. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS

23. Subject as hereinafter provided, every Member ~~with the exception of~~ except for Corresponding and Honorary Members shall have one vote. Corresponding and Honorary Members shall have no vote.
24. Save as herein expressly provided, no Member other than a ~~life~~ Life Member ~~or ordinary subscribing,~~ Subscribing Member or a corporate body (being a Member) or the representative of a non-corporate body hereinbefore referred to duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Trust in respect of ~~his~~ their membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another Member, at any General Meeting.
25. Votes may be given on a poll either personally or by proxy. On a show of hands a Member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by section ~~375~~ 323 of the Act.
26. The instrument appointing a proxy shall be in writing under the hand of the appointer or ~~his~~ their attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.
27. The instrument appointing a proxy, and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the ~~e~~Office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.
28. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the ~~e~~Office one hour at least before the commencement of the meeting or adjourned meeting at which the proxy is used.
29. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit -

"THE BRITISH TRUST FOR ORNITHOLOGY

"I,
of,.....
a Member of the above-named Trust, hereby appoint
.....
of.....
and failing ~~him~~them,
of.....
to vote for me and on my behalf at the /Annual or Extraordinary, or
Adjourned, as the case may be/ General Meeting of the Trust to be held on
the day of and at every adjournment thereof.

As witness my hand this day of ~~19~~20....."

The instrument appointing a proxy shall be deemed to confer authority to demand or join
in demanding a poll.

~~THE OFFICERS AND COUNCIL OF MANAGEMENT~~

THE BOARD OF TRUSTEES

30. (a) The ~~Council~~ Board shall consist of ~~the Officers of the Trust, namely Chairman of the Council, an Honorary Treasurer and an Honorary Secretary (provided that the offices of Honorary Treasurer and Honorary Secretary may be held by one person) and of not more than sixteen Ordinary Members of Council~~ eighteen Trustees (or ~~of such other numbers of Ordinary Members~~ number of Trustees as may from time to time be determined by the ~~Trust in a Members in~~ General Meeting).

(b) Each of the ~~Officers and Ordinary Members of Council~~ Trustees shall hold office for four years and shall, at the end of that period, be eligible for immediate re-election for a further period or periods of up to four years ~~and shall, at the end of that period, be ineligible for immediate re-election in total.~~

~~An Ordinary Member may be re-elected as an Officer and be re-elected for a further term as an Officer, subject to a maximum continuous length of service of 12 years.~~

(c) The Trustees shall elect a Chair and an Honorary Treasurer from among their number.

For the purposes of this Article all such elections shall take effect from 1st January following the Annual General Meeting and "year" shall mean 1st January to 31st December.

~~(b) — The Council may appoint such Standing Committees from among the Members of the Trust as it shall from time to time deem expedient in the interests of the Trust and such Committees shall be conducted according to terms of reference laid down from time to time by the Council. The Chairman of each such Committee shall be appointed from among the Officers and Ordinary Members of Council by the Council.~~

31. Every ~~Officer or Ordinary Member of Council~~ Trustee shall be elected at an Annual General Meeting. The names of Members of the Trust nominated by ~~Council~~ Board for such election shall be circulated with the notice of the Annual General Meeting. Should any Member wish

to nominate other candidates, such nominations signed by not less than five Members, and with the written consent of the nominee, must be in the hands of the Secretary ~~not less than one week prior to the date fixed for~~ before notice of the Annual General Meeting is given.

32. Any casual vacancy in the ~~Officers or Ordinary Members of Council~~ Trustees may be filled up by the ~~Council~~ Board by co-option from amongst the Members of the Trust up to the prescribed maximum. Any Member so appointed under this Article shall retire from ~~Office~~ on 31st December immediately following ~~his~~ their appointment, but shall be eligible for immediate re-election and for the purposes of Article 30 reckon ~~his~~ their period of office from 1st January following the date of such election.
33. No person who is not a Member of the Trust shall in any circumstances be eligible to hold office as a ~~Member of the Council~~ Trustee.

POWERS OF THE ~~COUNCIL~~ BOARD

34. The business of the Trust shall be managed by the ~~Council~~ Board who may exercise all such powers of the Trust, and do on behalf of the Trust all such acts as may be exercised and done by the Trust, and as are not by statute or by these presents required to be exercised or done by the ~~Trust Members~~ in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the statutes for the time being in force and affecting the Trust and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the ~~Trust Members~~ in General Meeting, but no regulation made by the ~~Trust Members~~ in General Meeting shall invalidate any prior act of the ~~council~~ Board which would have been valid if such registration had not been made.
35. ~~The Members for the time being of the Council~~ Trustees may act notwithstanding any vacancy in their body; provided always that in case the ~~Members of the Council~~ Trustees shall at any time be or be reduced in number to less than ten, it shall be lawful for them to act as the ~~Council~~ Board for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purpose.

SECRETARY

36. The Secretary shall be appointed by the ~~Council~~ Board for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections ~~283 and 284~~ 274 to 280 of the Act shall apply and be observed. The ~~Council~~ Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL

37. The seal of the Trust shall not be affixed to any instrument except by the authority of a resolution of the ~~Council~~ Board and in the presence of at least two ~~Members of the Council~~ Trustees and of the Secretary, and the said ~~Members~~ Trustees and the Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Trust such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF ~~MEMBERS OF THE COUNCIL~~ TRUSTEES

38. The office of a ~~Member of the Council~~ Trustee shall be vacated -

- (a) If a receiving order is made against ~~him or he makes~~ them or they make any arrangement or composition with ~~his~~ their creditors.
- (b) If ~~he becomes~~ they become of unsound mind.
- (c) If ~~he ceases~~ they cease to be a Member of the Trust.
- (d) If by notice in writing to the Trust ~~he resigns his~~ they resign their office.
- (e) If ~~he ceases~~ they cease to hold office by virtue of any provision of the Act or ~~he becomes~~ they become prohibited by law from holding office.
- (f) If ~~he is~~ they are removed from office by a resolution duly passed pursuant to section 303 of the Act.

REMOVAL OF ~~MEMBERS OF THE COUNCIL~~ TRUSTEES

39. In addition and without prejudice to the provisions of section ~~303-168~~ of the Act, the ~~Trust Members~~ may by Extraordinary Resolution remove any ~~Member of the Council~~ Trustee before the expiration of ~~his~~ their period of office, and may by an ~~Ordinary Resolution~~ ordinary resolution appoint another qualified Member ~~of his~~ in their stead; but any person so appointed shall retain ~~his~~ their office so long only as the Member in whose place ~~he is~~ they are appointed would have held the same if ~~he~~ they had not been removed.

PROCEEDINGS OF THE ~~COUNCIL~~ BOARD

40. The ~~Council~~ Board may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, four shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the ~~Chairman~~ Chair shall have a second or casting vote.

41. A Board meeting may be held either in person or by suitable electronic means agreed determined by the Board by means of which all participants may communicate simultaneously with all other participants.

~~41.A Member of the Council~~ 42.A Trustee may, and on the request of a ~~Member of the Council~~ Trustee the Secretary shall, at any time, summon a meeting of the ~~Council~~ Board by notice served upon the several ~~Members of the Council~~ Trustees. ~~A Member of the Council~~ A Trustee who is absent from the United Kingdom shall not be entitled to notice of a meeting.

~~4243.~~ The ~~Chairman of Council~~ Chair of the Board shall preside as ~~Chairman~~ Chair of every ~~Meeting~~ meeting of the ~~Council~~ Board but if there shall be no ~~Chairman of Council~~ Chair of the Board or if at any meeting ~~he is~~ they are not present within five minutes of the time appointed for holding the meeting or shall be unwilling to preside the ~~Members of the Council~~ Trustees shall choose one of their ~~Members~~ number to be ~~Chairman~~ Chair of the meeting.

~~4344.~~ A meeting of the ~~Council~~ Board at which a quorum is present shall be competent to exercise all the authorities ~~powers~~ and discretion by or under the regulations of the Trust for the time being vested in the ~~Council~~ Board generally.

~~4445.~~ The ~~Council~~ Board may delegate any of ~~their~~ its powers to committees consisting of ~~or~~

~~including such Member-Trustees or Members of the Council as they think as it thinks~~ fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the ~~Council Board~~. The ~~meetings and proceedings Chair~~ of any such committee shall be ~~governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council~~ appointed from among the Trustees.

- ~~4546.~~ All acts bona fide done by any meeting of the ~~Council Board~~ or of any committee of the ~~Council Board~~, or by any person acting as a ~~Member of the Council Trustee~~, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such ~~Member Trustee~~ or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a ~~Member of the Council Trustee~~.
- ~~4647.~~ The ~~Council Board~~ shall cause proper minutes to be made of ~~all appointments of officers made by the Council and of~~ the proceedings of the meetings of the Trust and of the ~~Council Board~~ and of committees of the ~~Council Board~~, and all business transacted at such meetings, and any such minutes of any meetings, if purporting to be signed by the ~~Chairman Chair~~ of such meeting, or by the ~~Chairman Chair~~ of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- ~~4748.~~ A resolution in writing signed by all the ~~Members members~~ for the time being of the ~~Council Board~~ or of any committee of the ~~Council Board~~ who are entitled to receive notice of a meeting of the ~~Council Board~~ or of such committee shall be as valid and effectual as if it had been passed at a meeting of the ~~Council Board~~ or of such committee duly convened and constituted.

BENEFITS AND CONFLICTS OF INTEREST

49. The income and property of the Trust must be used only for promoting the Objects and do not belong to the Members but:
- (a) with the prior written consent of the Charity Commission, reasonable and proper remuneration may be paid to any Trustee (or any firm or society of which a Trustee is a member or employee) for the supply of goods or services actually required by the Trust provided that the matter and the nature and level of the remuneration is determined in accordance with Article 51 and that at no time shall more than one third of the Trustees benefit under this provision;
- (b) reasonable and proper remuneration may be paid to any officer or servant of the Trust other than Trustees or to any Members of the Trust in return for any services actually rendered to the Trust; and
- (c) interest may be paid to any ~~m~~Member or Trustee at a reasonable rate on money lent to the Trust or reasonable and proper rent may be paid for premises leased or let by any Member or Trustee of the Trust.
50. A Trustee must not receive any payment of money or other material benefit (whether directly or indirectly) from the Trust except:
- (a) the benefit of indemnity insurance as permitted by the Charities Act 2011;

- (b) as provided for in Articles 49 (a) and (c);
 - (c) reimbursement of reasonable out-of-pocket expenses actually incurred in acting as a Trustee;
 - (d) an indemnity in respect of any liabilities properly incurred acting as a Trustee (including the costs of a successful defence to criminal proceedings);
 - (e) payment to any company in which a Trustee has no more than a one per cent shareholding; and
 - (f) in exceptional circumstances, other payments or benefits with the prior written consent of the Charity Commission.
51. A Conflicted Trustee, or any Trustee having a personal interest in a matter to be discussed at a meeting of the Trustees or a committee, must:
- (a) declare their interest when, or before, discussion begins on the matter;
 - (b) withdraw from the meeting for that item unless expressly invited to remain in order to provide information;
 - (c) not be counted in the quorum for that part of the meeting; and
 - (d) withdraw during the vote and have no vote on the matter.
52. If a conflict of interest arises for a Trustee because of a duty of loyalty owed to another organisation or person and the conflict is not authorised by virtue of any other provision in these Articles, the unconflicted Trustees may authorise such a conflict of interests where the following conditions apply:
- a) the Conflicted Trustee is absent from the part of the meeting at which there is discussion of any arrangement or transaction affecting that other organisation or person;
 - (b) the Conflicted Trustee does not vote on any such matter and is not to be counted when considering whether a quorum of Trustees is present at the meeting;
 - (c) the unconflicted Trustees consider it is in the interest of the Trust to authorise the conflict of interest in the circumstances applying.
53. 8.5 Articles 48 to 51 may be amended by special resolution but, if the result would be to authorise a benefit to a Trustee, Member or Connected Person which was not previously authorised under the Articles or by law, only with the prior written consent of the Charity Commission.

ACCOUNTS

- 4854.** The Council Board shall cause proper books of account to be kept with respect to –
- (a) All sums of money received and expended by the Trust and the matters in respect of which such receipts and expenditure take place;

- (b) All sales and purchases of goods by the Trust; and
- (c) The assets and liabilities of the Trust.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the ~~Association~~Trust and to explain its transactions.

~~49~~55. The books of account shall be kept at the ~~office~~Office, or, subject to section ~~222-388~~ of the Act, at such other place or places as the ~~Council~~Board shall think fit, and shall always be open to the inspection of the ~~Members of Council~~Trustees.

~~50.The Trust~~ 56. The Members in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the Members, other than ~~Members of the Council~~Trustees, of the accounts and books of the Trust, or any of them, and subject to such restrictions the accounts and books of the Trust shall be open to the inspection of such Members at all reasonable times during business hours.

~~51~~57. At the Annual General Meeting in every year the ~~Council~~Board shall lay before the ~~Association~~Members a proper income and expenditure account for the period since the last preceding account made up to a date not more than nine months before such meeting, together with a proper ~~B~~balance ~~S~~sheet made up as at the same date. Every such ~~B~~balance ~~S~~sheet shall be accompanied by proper ~~R~~reports of the ~~Council~~Board and Auditors, and copies of such account, ~~B~~balance ~~S~~sheet and ~~R~~reports shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section ~~240(4)~~ 423 of the Act be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' Report shall be open to inspection and be read before the meeting, as required by section ~~241(2)~~ 418 of the Act.

AUDIT

~~52~~58. Once at least in every year the accounts of the Trust shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

~~53~~59. Auditors shall be appointed and their duties regulated in accordance with sections ~~383 to 394~~ 485 to 488 of the Act, the ~~Members of the Council~~Trustees being treated as the Directors mentioned in those sections.

NOTICES

~~54~~60. A notice may be served by the Trust upon any Member, ~~either personally or by sending it through the post in a pre-paid letter, addressed to such Member at his registered~~

- (a) by hand;
- (b) by post to the address as ~~appearing in~~ appears on the register of Members;
- (c) by electronic means, subject the Member's consent;
- (d) on the Trust's website, subject to the Member's consent.

~~55~~61. Any Member described in the register of Members by an address not within the United Kingdom, who shall from time to time give the Trust an address within the United Kingdom at which notices may be served upon ~~him~~them, shall be entitled to have notices served upon

~~him~~ them at such address, but save as aforesaid and as provided by the Act, only those Members who are described in the register of Members by an address within the United Kingdom shall be entitled to receive notices from the Trust.

~~562.~~ Any notice, ~~if or other document so~~ served ~~by post,~~ shall be deemed to have been served ~~on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.~~

- (a) 24 hours after being sent by electronic means, posted on the Trust's website or delivered by hand to the relevant address;
- (b) two clear days after being sent by first class post to that address;
- (c) three clear days after being sent by second class post to that address;
- (d) immediately on being handed to the recipient personally; or if earlier
- (e) as soon as the recipient acknowledges actual receipt.

DISSOLUTION

~~5763.~~ Clause ~~9-8~~ of the Memorandum of Association of the Trust relating to the winding up and dissolution of the Trust shall have effect as if the provisions thereof were repeated in these Articles.