

THE COMPANIES ACTS 1985 AND 1989

A COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION
of ISLES OF SCILLY WILDLIFE TRUST LIMITED

1. The Name of the Company (hereinafter called "the Trust") is "ISLES OF SCILLY 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:
 1. For the benefit of the public, to advance, promote and further the conservation, maintenance and protection, in the Isles of Scilly, of:
 - (i) terrestrial and marine wildlife and their habitats;
 - (ii) places of natural beauty;
 - (iii) places of zoological, botanical, geographical, archaeological, historical or scientific interest.
 2. To advance the education of the public in the terrestrial and marine wildlife and their habitats and the landscape and archaeological and historical remains of the Isles of Scilly
 3. To promote research in all branches of nature study pertaining to the Isles of Scilly and to publish the useful results thereof.

4. Powers

The Charity has the following powers, which may be exercised only in promoting the Objects.

- (a) to establish, form, maintain and improve sanctuaries, nature reserves or other facilities on its leased land;
- (b) to promote and co-ordinate research and information and interpretive services for the public relating to terrestrial and marine wildlife and their habitats and the landscape and archaeological and historical remains of the Isles of Scilly.
- (c) to promote, organize, carry out, support and participate in educational programmes, study days, courses, conferences, seminars and other educational events;
- (d) to establish, promote the establishment of, form and maintain exhibitions, record centres, libraries and collections of records and other objects of educational value;
- (e) to facilitate and manage the collection and use of biological records and other data relating to the natural world;
- (f) to employ paid or unpaid agents staff or advisers ;
- (g) to provide and contribute to superannuation or pension funds for the officers and servants of the Trust or any of them or otherwise to assist such officers and servants their widows or widowers and dependants;
- (h) to draw make accept endorse discount negotiate execute and issue promissory notes bills cheques and other instruments and to operate bank accounts;
- (i) to raise funds (but not by means of carrying on a trade or business on a continuing basis for the principal purpose of raising funds as opposed to carrying out the Objects in such a way that the profits from such trade or business are taxable);
- (j) to take and accept any grant gift of money property or other assets whether subject to any special trusts or not;
- (k) to request grants sponsorship and other forms of funding;
- (l) to borrow money with or without security (but only in accordance with the restrictions imposed by the Charities Act 1993);
- (m) to set aside funds for special purposes or as reserves against future expenditure;
- (n) to make grants or donations or loans of money and to give guarantees;
- (o) to make any kind of investment which it could make if it were absolutely entitled to the assets of the Trust;
- (p) to acquire or hire property rights or privileges of any kind and to construct restore improve maintain and alter such property;
- (q) To make regulations for the conduct of any property that may be acquired.

- (r) to let or dispose of or turn to account property of any kind (but only in accordance with the restrictions imposed by the Charities Act 1993);
- (s) to insure the property of the Trust against any foreseeable risk and take out other insurance policies to protect the Trust when required;
- (t) to purchase lease or hire and operate and maintain any equipment necessary or convenient for the administration of the Trust;
- (u) to put before planning authorities such environmental considerations and information as may further the Objects;
- (v) co-operate and collaborate with voluntary and statutory authorities or individuals operating in similar charitable fields and to exchange information and advice;
- (w) to support, administer or set up other charities and undertake and execute charitable trusts;
- (x) to enter into contracts to provide services to or on behalf of other bodies;
- (y) to arrange for the amalgamation of the Trust with any charitable organisation or organisations the purposes of which in its opinion are similar to the purposes of the Trust either alone or as amalgamated and to purchase or otherwise acquire the property, assets, liabilities and undertakings of such organisation or organisations;
- (z) to establish subsidiary companies to assist or act as agents for the Trust;
- (aa) to pay all or any expenses incurred in connection with the promotion formation and incorporation of the Trust;
- (bb) To provide indemnity insurance to cover liability of the Board of Trustees (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 Company: Provided that any such insurance shall not extend to any claim arising from any act or omission which the Board of Trustees (or any of them) knew to be a breach of trust or breach of duty or which was committed by the Board of Trustees (or any of them) in reckless disregard of whether it was a breach of trust or breach of duty or not, and
- (cc) to do anything else within the law which promotes or helps to promote the Objects 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, 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 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 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 or the Charity Commissioners 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 trusts, the Trust shall only deal with the same in such manner as allowed by law, having regard to such trusts.

5. The income and property of the Trust shall be applied solely towards the promotion of the objects and no part shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members of the Trust, and no Trustee (as defined in the Articles of Association) shall be appointed to any office of the Trust by salary or fees or receive any remuneration or other benefit in money or money's worth from the Trust: Provided that nothing in this document shall prevent any payment in good faith by the Trust
- (i) of reasonable and proper remuneration for any services rendered to the Trust by any Member, officer or employee of the Trust who is not a Trustee;
 - (ii) of interest on money lent by any Member of the Trust or Trustee 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 Board:
 - (iii) of fees, remuneration or other benefit in money or money's worth to any company of which a Trustee may also be a Member holding not more than 1/100th part of the issued capital of that company:
 - (iv) of reasonable and proper rent for property demised or let by any Member of the Trust or a Trustee:
 - (v) to any Trustee of reasonable out-of-pocket expenses:
 - (vi) to any Trustee or officer (not being a Trustee) who possesses specialist skills or knowledge required by the Trust for the performance of a specific task, of reasonable charges for work done by him or by his or her firm, when instructed by the Trust to act on its behalf. Provided that:
 - (a) at no time shall a majority of the Trustees benefit under this provision; and
 - (b) a Trustee or officer shall withdraw from any meeting whilst his or her own instruction or remuneration, or that of his or her firm, is being discussed.
 - (vii) of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Members of the Board (or any of them) in relation to the Trust provided that such insurance shall not extend to indemnification against liability for wilful or criminal wrongdoing or default
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 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 ceases to be a Member, and of the costs, charges and expenses of winding up, and for the adjustment of the right 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 among its or their member to an extent at least as great as is imposed on the Trust under or by virtue of Clause 5 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 provision, then to some charitable object.
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, 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 income and expenditure account and balance sheet ascertained by one or more registered Auditor or Auditors.