

THE COMPANIES ACTS

Company Limited by Guarantee and not having a Share Capital

Articles of Association of Marine Conservation Society

**These Articles were adopted at a Meeting of the Board of Trustees
on 15th June 2018**

1. Name of Company and Meaning of Words

- 1.1. The name of the Company is Marine Conservation Society, called in this document "the Company".
- 1.2. In these Articles the words in the first column of the table below will have the meanings shown opposite them in the second column, as long as this meaning is consistent with the subject or context:
- 1.3.

Words	Meanings
Act	the Companies Acts 1985, 1989 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Articles	these Articles of Association;
Associate Member	a person who is entitled to such rights and obligations as the Board thinks fit but who is not a member of the Company for the purposes of these Articles or the Act;
Board	the Board of Trustees of the Company, the members of which are the directors of the Company and are charity trustees;
Chair	the Chair of the Board of Trustees or any person discharging the functions of the Chair;
Charities Act	the Charities Acts 1992, 1993 and 2006 (to the extent in force) including any statutory modification or re-enactment thereof from time to time;
Company	the company regulated by these Articles;
Charity Commission	the Charity Commission of England and Wales;
Clear Days	in relation to a period of notice, the period excluding the day on which notice is given or deemed to be given and the date of the event to which the notice relates;
Member	a person who is a member of the Company for the purposes of these Articles and the Act;
Month	calendar month;
Objects	the Objects of the Company as defined in Article 3;

Office	the registered office of the Company;
Regulations	any rules, standing orders or regulations made in accordance with these Articles;
Seal	the common seal of the Company, if any;
Signed	shall include faxes of signatures and other forms of authentication that are permitted by law;
Taxable Trading	carrying on a trade or business for the principal purpose of raising funds and not for the purpose of actually carrying out the Objects, the profits of which are subject to corporation tax; ;
Trustees	the directors of the Company;
United Kingdom	Great Britain and Northern Ireland; and
in Writing	written, printed or lithographed or partly one and partly another, and other ways of showing and reproducing words in a visible form including by e-mail or fax (to the extent legally permissible).

- 1.4. Words in the singular form include the plural and vice versa.
- 1.5. The words "person" or "people" include corporations and unincorporated associations.
- 1.6. Apart from the words defined above, any words or expression defined in the Act will have the same meanings in these Articles, provided they are consistent with the subject or context.
- 1.7. Headings are not part of the Articles.

2. Registered Office

- 2.1. The registered office of the Company will be in England and Wales.

3. Objects of the Company

- 3.1. The Objects of the Company (the "Objects") are to undertake and promote for the benefit of the public:
- 3.2. The conservation, protection, improvement and ecologically sustainable management of the marine and freshwater environment including associated land, shoreline and structures. (Ecologically sustainable management means using, conserving and enhancing the community's resources so that ecological processes, on which life depends, are maintained, and the total quality of life, now and in the future, can be increased).
- 3.3. Advance the education of the public in all matters relating to the conservation, protection, improvement and ecologically sustainable management of the marine, coastal and freshwater environment, and in relation to connected human health and other benefits, and the understanding and awareness of the importance of the ocean to human life.
- 3.4. Promote, assist, undertake and commission research into matters relating to the conservation, protection, improvement and ecologically sustainable management of the marine, coastal and freshwater environment and in relation to connected human health and other benefit. Nothing in the articles shall authorise an application of the property of the charity for purposes which are not charitable in accordance with section 7 of the Charities and Trustee Investment (Scotland) Act 2005 and/or section 2 of the Charities Act (Northern Ireland) 2008.

4. Powers of the Company

- 4.1. The charity has power to do anything which is calculated to further its Objects or is conducive or incidental to doing so. In particular, the charity has power:
 - 4.1.1 to study issues relating to the conservation, protection, improvement and ecologically sustainable management of natural marine and freshwater environments and to promote the education of the public including the collection, preparation and distribution of information statistics and publicity and to promote and propose such methods, procedures and measures as may be considered desirable or beneficial for the Objects.

- a) To seek to prevent or reduce any potential for pollution that may be caused, or to remedy or mitigate the effects of any pollution that has been caused by a previous activity;
 - b) To seek to conserve biological diversity through provision, conservation or restoration of a habitat; and the maintenance or recovery of a species in its habitat;
 - c) To encourage and facilitate the involvement of individuals, communities and organisations in furtherance of the Company's objects.
 - d) To promote or undertake study or research and disseminate the results of such research;
- 4.1.2 to raise funds. In doing so, the charity must comply with any relevant statutory regulations;
 - 4.1.3 to buy, take on lease, share, hire or otherwise acquire property of any sort;
 - 4.1.4 to sell, lease or otherwise dispose of all or any part of the property belonging to the Company in exercise of this power but the Company must comply as appropriate with Sections 117 and 122 of the Charities Act 2011;
 - 4.1.5 to construct, alter, provide, manage, maintain, furnish and fit with all the necessary furniture and other equipment any buildings and any other premises or structures or land;
 - 4.1.6 to borrow money and to charge the whole or any part of the property belonging to the Company as security for the repayment of money borrowed, grant given or any other obligation but the Company must comply as appropriate with Sections 124-126 of the Charities Act 2011 if it wishes to mortgage land;
 - 4.1.7 to transfer or dispose of, with or without valuable consideration, any part of the property or funds of the Company not required for the purpose of the Company in furtherance of the Company's Objects;
 - 4.1.8 to employ and remunerate employees, temporary staff and professional or other advisers;
 - 4.1.9 subject to any restrictions in the Charities Act, to borrow money, invite and receive contributions or grants, enter into contracts, seek subscriptions or raise money in any way including carrying on trade but not by means of Taxable Trading;
 - 4.1.10 to give or receive guarantees or indemnities;
 - 4.1.11 to produce, print and publish anything in any media;
 - 4.1.12 to provide or procure the provision of services, education, training, consultancy, advice, support, counselling, guidance, grants, scholarships, awards or materials in kind;
 - 4.1.13 to promote and advertise the Company's activities and to seek to influence public opinion and policy and regulation implemented or proposed to be implemented by government, local authorities or other public bodies by undertaking campaigning and, to the extent permitted by law, political activities;
 - 4.1.14 to invest any money in any investments, securities or properties; and to accumulate and set aside funds for special purposes or as reserves;
 - 4.1.15 to undertake any charitable trust;
 - 4.1.16 to make provision for the payment of pensions and other benefits to or on behalf of employees and their dependants;
 - 4.1.17 to establish, promote and otherwise assist any limited company or companies or other bodies for the purpose of acquiring any property or of furthering in any way the Objects or to undertake trading and to establish the same either as wholly owned subsidiaries of the Company or jointly with other persons, companies, government departments or local authorities and to finance such limited company or companies or other body by way of loan or share subscription or other means;
 - 4.1.18 to establish, support, federate with or join or amalgamate with any companies, institutions, trusts, societies or associations;
 - 4.1.19 to transfer to or to purchase or otherwise acquire from any charities, institutions, societies or associations any property, assets or liabilities, and to perform any of their engagements;
 - 4.1.20 to open and operate bank accounts and other banking facilities;
 - 4.1.21 to accept any property upon or on any special trusts, or for any institutions or purposes either specified or to be specified by some person other than the Trustees;
 - 4.1.22 to co-operate and enter into any arrangements with any governments, authorities or any person, company or association;

- 4.1.23 to insure any risks arising from the Company's activities;
- 4.1.24
- a) to purchase indemnity insurance out of the funds of the Company to indemnify any of the Trustees against any personal liability in respect of:
 - i any breach of trust or breach of duty committed by them in their capacity as charity trustees or trustees for the Company;
 - ii any negligence, default, breach of duty or breach of trust committed by them in their capacity as directors or officers of the Company or of anybody corporate carrying on any activities on behalf of the Company; and
 - iii any liability to make contributions to the assets of the Company in accordance with section 214 of the Insolvency Act 1986.
 - b) subject to clause 4.1.24(d) below, any insurance in the case of 4.1.24(a)(i) or 4.1.24(a)(ii) must be so framed as to exclude the provision of an indemnity for a person in respect of:
 - i any liability incurred by a Trustee to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
 - ii any liability incurred by a Trustee in defending any criminal proceedings in which he is convicted of an offence arising out of any fraud or dishonesty, or wilful or reckless misconduct, by him; and
 - iii any liability incurred by a Trustee to the Company that arises out of any conduct which he knew (or must reasonably be assumed to have known) was not in the interests of the Company or in the case of which he did not care whether it was in the best interests of the Company or not.
 - c) subject to clause 4.1.24(d) below any insurance in the case of 4.1.24(a)(iii) shall not extend to any liability to make such a contribution where the basis of the Trustee's liability is his knowledge prior to the insolvent liquidation of the Company (or reckless failure to acquire that knowledge) that there was no reasonable prospect that the Company would avoid going into insolvent liquidation; and
 - d) to purchase out of the funds of the Company any additional indemnity insurance cover for the benefit of the Trustees that is permitted by law from time to time.
- 4.1.25 to make such ex gratia payments as are considered reasonable and fair with the consent of the Charity Commission;
- 4.1.26 to pay all the expenses and costs of establishing the Company;
- 4.1.27 to delegate upon such terms and at such reasonable remuneration as the Company may think fit to professional investment managers ("the Managers") the exercise of all or any of its powers of investment (an "investment" is an asset which is capable of producing income and may also increase in capital value);
 Provided always that:
- a) the Managers are properly authorised to carry on investment business;
 - b) the delegated powers shall be exercisable only within clear policy guidelines drawn up by the Company;
 - c) the Managers are under a duty to report promptly to the Company any exercise of the delegated powers and in particular to report every transaction carried out by the Managers and report regularly on the performance of investments managed by them for the Company;
 - d) the Company is entitled at any time to review, alter or terminate the delegation or the terms thereof; and
 - e) the Company reviews the arrangements for delegation at intervals but so that any failure by the Company to undertake such reviews shall not invalidate the delegation;
- 4.1.28 to permit any investments belonging to the Company to be held in the name of any clearing bank, trust corporation or stockbroking company which is a member of the Stock Exchange (or any subsidiary of any such stockbroking company) as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such; and
- 4.1.29 to do anything else within the law which helps promote the Objects.

5. Use of income and property

- 5.1. The income and property of the Company shall be applied solely towards the promotion of the Objects and no part of it shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise by way of profit to members of the Company or Trustees, and no Trustee may be

appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or money's worth from the Company except as permitted by law or by the Charity Commission or as permitted below under 'Allowed Payments' and then only after complying with any requirements of the Act and the Charities Act, PROVIDED this shall not prevent a member of the Company or a Trustee receiving any benefit as a beneficiary.

6. Allowed Payments

6.1. The Company may pay:

- 6.1.1 reasonable and proper payment to any officer, servant, employee, professional or other adviser of the Company who is not a Trustee for any services to the Company;
- 6.1.2 reasonable and proper remuneration of a Trustee for services actually rendered to the Company or a subsidiary of the Company (save for services rendered in his capacity as a Trustee), PROVIDED THAT:
 - a) the number of Trustees so remunerated in any accounting period shall not exceed a minority of the Board of Trustees;
 - b) that no resolution to approve such remuneration to a Trustee shall be effective unless it is passed at a meeting of the Board of Trustees;
 - c) such Trustee shall not vote on any resolutions relating to his or her engagement by the Company or a subsidiary (as defined in the Act) of the Company; and
 - d) the remuneration or maximum remuneration payable to the Trustee shall be set out either in the resolution approving such remuneration or in a written agreement between the Trustee and the Company;

6.2. For the purposes of these clauses 6.1.1 and 6.1.2 "services" includes goods that are supplied in connection with the provision of services.

- 6.2.1 reasonable interest on the money lent by any Trustee;
- 6.2.2 reasonable out-of-pocket expenses to any Trustee;
- 6.2.3 reasonable and proper payment to a company of which a member of the Company or a Trustee holds not more than a hundredth of the capital;
- 6.2.4 reasonable and proper rent of premises demised or let by any Trustee;
- 6.2.5 to the extent permitted by law, reasonable and proper premiums in respect of any Trustee indemnity insurance policy taken out pursuant to 4.1.23 above;
- 6.2.6 any payment to a Trustee under the indemnity provisions in the Articles of Association; and
- 6.2.7 in exceptional cases other payments or benefits but only with the prior written approval of the Charity Commission.

PROVIDED THAT no Trustee shall vote on or be present during the discussion of or voting on any decision to borrow money from or pay rent or make a payment or give any remuneration or a benefit to that Trustee other than the approval of any permitted indemnity insurance or the payment of an indemnity where such payment is to be made to a majority of the Trustees.

For the purposes of this Article 6 Trustee shall include any child, parent, grandchild, grandparent, brother, sister, spouse or civil partner of the Trustee or any person living with the Trustee as his or her partner.

A payment to a Trustee includes the payment to or the engagement of or remuneration of any firm or company in which the Trustee is: (i) a partner; (ii) an employee; (iii) a consultant; (iv) a director; or (v) a shareholder, unless the shares of the company are listed on a recognised stock exchange and the Trustee holds less than 1% of the issued capital.

7. Alterations to these Articles

7.1. No alterations to these Articles may be made which would cause the Company to cease to be a charity in law. Other alterations to these Articles may only be made by special resolution or written resolution. A special resolution may be passed as a written special resolution or passed at a meeting of members of which 14 Clear Days' notice has been given of the intention to pass a special resolution and at which at least 75% of those voting vote in favour of it. Such a special resolution may be passed on shorter notice if 90% of the total number of members having the right to vote agree to such short notice.

- 7.2. Alterations may only be made to the following provisions of these articles with the Charity Commission's prior written consent:
- 7.2.1 the Objects; or
 - 7.2.2 any clause in these Articles which directs the application of property on dissolution; or
 - 7.2.3 any clause in these Articles which gives Trustees any benefit
- 7.3. The Company shall inform the Charity Commission and Companies House of any other alterations to the Memorandum and Articles and all future copies of the Memorandum and Articles issued must contain the alterations.
- 7.4. Alterations may also require the consent of other bodies.

8. Limited Liability

- 8.1. 8.1 The liability of the members is limited.

9. Guarantee by Members of the Company

- 9.1. Each member of the Company undertakes that, if the Company is wound up while he is a member, or within one year after he ceases to be a member, he will contribute a sum not exceeding £1 to the assets of the Company for:
- 9.1.1 payment of the debts and liabilities of the Company contracted before he ceases to be a member;
 - 9.1.2 payment of the costs, charges and expenses of winding up; and
 - 9.1.3 adjustment of the rights of the contributories among themselves.

10. Indemnity of Trustees

- 10.1. To the extent permitted by law from time to time, but without prejudice to any indemnity to which a Trustee or other officer may otherwise be entitled the Company shall indemnify every Trustee or other officer out of the assets of the Company against all costs and liabilities incurred by him which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or other officer save that no Trustee may be entitled to be indemnified:
- 10.1.1 for any liability incurred by him to the Company or any associated company of the Company (as defined by the Act for these purposes);
 - 10.1.2 for any fine imposed in criminal proceedings;
 - 10.1.3 for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - 10.1.4 for any liability which he has incurred in defending any criminal proceedings in which he is convicted and such conviction has become final;
 - 10.1.5 for any liability which he has incurred in defending any civil proceedings brought by the Company or an associated company in which a final judgment has been given against him; and
 - 10.1.6 for any liability which he has incurred in connection with any application under the Act in which the court refuses to grant him relief and such refusal has become final.
- 10.2. To the extent permitted by law from time to time, the Company may provide funds to every Trustee or other officer to meet expenditure incurred or to be incurred by him in any proceedings (whether civil or criminal) brought by any party which relate to anything done or omitted or alleged to have been done or omitted by him as a Trustee or officer, provided that he will be obliged to repay such amounts no later than:
- 10.2.1 if he is convicted in proceedings, the date when the conviction becomes final; or
 - 10.2.2 if judgment being given against him in proceedings, the date when the judgment becomes final; or
 - 10.2.3 if the court refuses to grant him relief on any application under the Act, the date when refusal becomes final.

11. Conflicts of Interest

- 11.1. To the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict including any direct or indirect interest in a proposed or existing transaction.

- 11.2. Where the duty of a Trustee to avoid a situation in which he has or can have a direct or indirect interest or duty that conflicts or possibly may conflict with the interests of the Company including a wish or duty to exploit any property, information or opportunity (as specified by section 175(1) of the Companies Act 2006) would otherwise be infringed in relation to a particular situation, transaction or arrangement, the duty is not infringed if the procedure set out below is followed:
 - 11.2.1 the matter in relation to which that duty exists has been proposed to the Trustees at a meeting of the Trustees and has been authorised by them; and
 - 11.2.2 any requirement as to the quorum of such meeting is met without counting the Trustee in question, or any other interested Trustee, subject to Articles 11.3 and 11.4; and
 - 11.2.3 the matter was agreed to without any such Trustee voting, or would have been agreed to if the vote of any such Trustee had not been counted, subject to Articles 11.3 and 11.4.
- 11.3. In such a conflict of interest situation (including any authorisation of non-disclosure of information), where there are insufficient unconflicted Trustees present at the meeting to constitute a quorum, the unconflicted Trustees present shall be deemed to constitute a quorum for the purposes of authorising the conflict under Article 11.2 and the manner of dealing with the conflict, provided that:
 - 11.3.1 they may only give such authorisation where they are satisfied that the conflicted Trustee or Trustees will not receive any direct or indirect benefit other than one permitted by these Articles; and
 - 11.3.2 the total number of Trustees at the meeting (whether conflicted or unconflicted) is equal to or higher than the quorum of the Board.
- 11.4. In the event that all of the Trustees present at the Board meeting are conflicted in respect of a particular conflict of interest situation, the conflicted Trustees present at a meeting may authorise the conflict and the manner of dealing with the conflict and shall constitute a quorum for the purposes of such authorisation, provided that they satisfy the requirements set out in Article 11.3.1 and 11.3.2 above.
- 11.5. The duty to deal with conflicts referred to in Article 11.2 applies in the case of the exploitation of property, information or opportunity even if the Company is not taking, or could not take, advantage of the opportunity.
- 11.6. The Trustees shall observe the other duties and rules in the Act, and such other rules as the Board adopts, as to the management of conflicts of duty or interest and to the extent required by law every Trustee shall fully disclose to the Board the circumstances giving rise to any conflict or potential conflict that he has.
- 11.7. The Board may by resolution passed in the manner set out in this Article, authorise a Trustee not to disclose to the Board confidential information relating to a conflict of interest provided that it may not authorise the withholding of information relating to a direct or indirect personal benefit for the Trustee.

12. Rights of Inspection

- 12.1. A copy of the Memorandum and Articles and any Regulations must be available for inspection by the members of the Company at the Office or at a single alternative inspection location if applicable. Any member who requests a copy of the Memorandum and Articles of Association must be sent a copy.

13. Members

- 13.1. The number of members of the Company is unlimited. They remain members until they cease to be members in accordance with these Articles.
- 13.2. The Company must keep at the Office a register of members showing their name, postal address and dates of becoming a member and ceasing to be a member.
- 13.3. Subject to any restrictions permitted by the Act, the register is available for inspection by the members of the Company without charge and any other person on payment of a fee prescribed by the Company, subject to any maximum fee imposed by law. Where a non-member seeks to inspect the register, the Company must within five working days either comply with the request or apply to the Court for permission not to comply with the request.
- 13.4. The Board may establish classes of associate membership with such description and with such rights and obligations (including without limitation the obligation to pay a subscription) as the Board thinks fit, and may admit and remove such associate members in accordance with Regulations made by the Board, provided that an associate member shall not be a member of the Company for the purposes of the Articles or the Act.

13.5. All members must pay the subscriptions (if any) that the Board decides from time to time. The Board may fix differing rates for subscriptions for different members or categories of members.

14. 14. Membership

14.1. The subscribers to the Memorandum and such other persons who are admitted to membership in accordance with these Articles shall be the members of the Company.

14.2. Membership is open to:

14.2.1 Any individuals aged 18 or over whom the Board decides to admit to membership; and

14.2.2 Any organisations whether incorporated or unincorporated which the Board decides to admit to membership.

The Trustees may determine criteria for membership but are not obliged to admit any person satisfying such criteria as members and may decline in their absolute discretion any person's application and need not give reasons for such decision.

14.3. A member which is an organisation must, if asked, give a copy of its constitution to the Company.

14.4. Each member which is an organisation has the right to appoint one representative. At any time by giving notice in Writing to the Company, that member can cancel the appointment of its representative and appoint another instead. The member must confirm the name of its representative at the Company's request. The representative has the right to attend and to vote at general meetings of the Company and any vote given shall be valid unless prior to the vote the Company receives written notice ending the representative's authority.

14.5. Members which are organisations stop being members in the same way as individual members stop being members.

14.6. The Board may delegate the power to admit members.

15. No transfer of Membership

15.1. None of the rights of any member of the Company may be transferred or transmitted to any other person.

16. Ending of Membership

16.1. A member stops being a member of the Company if:

16.1.1 the member resigns from membership by giving notice in Writing to the Company; or

16.1.2 membership is ended under Article 17; or

16.1.3 the member's subscription (if any) expires and is not renewed; or

16.1.4 the member fails to respond in Writing within 60 days of being sent a notice in Writing requesting confirmation that they wish to remain a member and the Board resolves to end membership. The notice must contain a warning that membership may be ended; or

16.1.5 the member dies or the organisation ceases to function or is wound up.

17. Removal from Membership

17.1. The Board may terminate membership by giving the member notice in Writing.

17.2. No later than 28 days after receiving that notice the member can appeal in Writing to the Company against the termination. If an appeal is received within the time limit, the termination must be considered by the Board or a committee appointed by the Board. The member has the right to be heard at the meeting or may make written representations. The meeting shall either confirm the termination or reinstate the member.

18. General Meetings

18.1. The Company shall hold an annual general meeting in addition to any other general meeting in every calendar year. The annual general meeting must be specified as such in the notices calling it.

19. Other General Meetings

19.1. All general meetings except annual general meetings are called general meetings.

20. Calling of Other General Meetings

20.1. The Board may call a general meeting whenever they wish. Such a meeting must also be called

if not less than ten per cent. of the members of the Company request it in Writing, or otherwise in accordance with the Act.

21. Notice of General Meetings

- 21.1. An annual general meeting or a general meeting must be called by giving at least 14 Clear Days' notice in Writing. These notices must specify the place, date, time and the general nature of any business and, in the case of a special resolution the exact wording of the resolution must be set out in the notice. The notice must also include a statement informing the members of their right to appoint a proxy to exercise their rights to attend, speak and vote at the meeting. Notice of the meeting must be given to everyone entitled by these Articles to receive it and must be given in accordance with these Articles. A meeting may be held on shorter notice if it is agreed by not less than 90 per cent. of the members entitled to attend and vote at it.
- 21.2. At an annual general meeting the business usually conducted will be the consideration of accounts and balance sheets, the reports of the Trustees and auditors, the election of Trustees in place of those retiring, the election of Trustees appointed to fill a vacancy since the last Annual General Meeting, the appointment of auditors, and the fixing of the remuneration of the auditors. Where the Company's auditors are deemed reappointed in accordance with the Act, the Trustees shall fix the auditors' remuneration.

22. Quorum

- 22.1. Business may be transacted at a general meeting only if a quorum of members is present in person or by proxy when the meeting begins to deal with its business. A quorum is 25.

23. Adjournment if no Quorum

- 23.1. If the meeting is called by the demand of members, it must be dissolved if, within half an hour after the appointed starting time, a quorum is not present. If called in any other way, the meeting may be adjourned to another day, time and place as the Board may decide.
- 23.2. If at the adjourned meeting a quorum is not present within half an hour after the appointed starting time, the members present will be a quorum.

24. Chair

- 24.1. The Chair (if any) of the Board should normally preside as Chair at every general meeting of the Company. If there is no Chair, or if he or she is not present within 15 minutes after the appointed starting time or is unwilling to take the chair, the Board shall select the Chair of the meeting and in default the members at the meeting shall select a Chair.

25. Adjournment of the Meeting

- 25.1. The Chair may, with the consent of any meeting at which a quorum is present (and must if so directed by the meeting), adjourn the meeting from time to time and from place to place. But no business may be transacted at any adjourned meeting except business left unfinished at the meeting from which the adjournment took place.
- 25.2. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for the original meeting. Apart from that, it is not necessary to give any notice of an adjourned meeting nor of the business to be done at it.

26. Voting on Resolutions

- 26.1. At any general meeting a resolution put to the vote of the meeting is decided by a show of hands by members unless a poll is demanded (before or after the result of the show of hands is declared). A poll may be demanded by:
 - 26.1.1 the Chair; or
 - 26.1.2 at least three members who are present in person or by proxy; or
 - 26.1.3 by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting save that no poll may be demanded on the election of a chairman of a meeting or on any question of adjournment. Members may vote by proxy.
- 26.2. Members may appoint a proxy who need not be a member of the Company. The proxy may be

appointed by the member to exercise all or any of the member's rights to attend, speak vote and demand a poll at a meeting of the Company.

27. Proxies

- 27.1. A person holding a proxy may vote on any resolution.
- 27.2. An instrument appointing a proxy shall be in Writing executed by or on behalf of the appointer and shall be in the form set out below or in any usual or common form or in such other form as the Trustees may approve. If the appointer does not direct the proxy how to vote on a particular resolution, the proxy may vote as he or she thinks fit. The instrument of proxy shall, unless the contrary is stated in such instrument of proxy, be valid for any adjournment of the meeting as well as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the Office or such other place or person as the notice for the meeting shall specify at least 48 hours prior to the general meeting or adjourned meeting (excluding any day that is not a working day).
- 27.3. A vote given or poll demanded by proxy or by the duly authorised representative of a body corporate shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited at least 48 hours before the commencement of the meeting or adjourned meeting (excluding any day that is not a working day).
- 27.4. A proxy in the following form will be acceptable:

"I
of
a member of Marine Conservation Society hereby appoint the Chair of the Company or if he or she is not present the chairman of the Meeting*
.....
as my proxy to vote for me on my behalf at the [Annual] General Meeting of the Company to be held on the day of and any adjournment thereof.

Signed on the day of"

****If you do not wish to appoint the Chair or the chairman of the meeting, please delete the reference to the Chair/chairman of the meeting and insert the name and address of your appointee in the space that follows.***

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll and may contain directions as to how the proxy is to vote on any resolution.

28. Declaration of Chair is Final

- 28.1. Unless a poll is demanded, the Chair's declaration that a resolution has been carried by a particular majority or lost on a show of hands and an entry saying so in the minute book is conclusive evidence of the result. The number or proportion of the votes need not be entered in the minute book.
- 28.2. The demand for a poll may be withdrawn.

29. When a poll is taken

- 29.1. Polls will be taken whenever the Chair says so. Business which is not the subject of a poll may be dealt with before or during the poll.
- 29.2. The Chair will decide how a poll will be taken. The result of a poll will be treated as a resolution of the meeting.

30. Voting and Speaking

- 30.1. Every member including the Chair (if he is a member) has one vote at general meetings. In the case of equality of votes whether on a show of hands or on a poll the Chair of the meeting shall be entitled to a second or casting vote.
- 30.2. The auditor or reporting accountant has the right to attend and speak at general meetings.
- 30.3. A Trustee shall have the same rights as members to attend and speak at general meetings but shall not be entitled to vote at general meetings, unless the Trustee is also a member.

31. Written Agreement to Resolution

- 31.1. Except in the case of a resolution to remove a Trustee or the auditors before the expiry of their term, members may pass a valid resolution without a meeting being held. But for the resolution to be valid:
- 31.1.1 it must be in Writing;
 - 31.1.2 in the case of a special resolution it must be Signed by at least 75 per cent. of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
 - 31.1.3 in the case of an ordinary resolution it must be Signed by a majority of all those members (or their duly authorised representatives) entitled to receive notice of and to attend general meetings;
 - 31.1.4 it may consist of two or more documents in identical form Signed by members; and
 - 31.1.5 the passing of the resolution must comply with any other requirements of the law from time to time.
- 31.2. A written resolution is passed when the required majority of eligible members have signified their agreement to it.

32. Management by the Board

- 32.1. The business of the Company is managed by the Board. They may pay all the expenses of promoting and registering the Company. They may use all powers of the Company which are not, by the Act or by these Articles, required to be used by a general meeting of the Company.

33. Payment of reasonable expenses to Trustees

- 33.1. The Trustees may be paid reasonable out-of-pocket expenses that they have properly incurred in connection with the business of the Company but shall not be paid any other remuneration except as permitted by law or by these Articles pursuant to Article 6.

34. The Keeping of Minutes

- 34.1. The Board must have minutes entered in the minute books:
- 34.1.1 of all appointments of officers by the Board;
 - 34.1.2 of the names of the Trustees present at each of its meetings and of any committee of the Board; and
 - 34.1.3 of all resolutions and proceedings at all meetings of:
 - a) The Company;
 - b) The Board; and
 - c) Committees of the Board.

35. The Make-up of the Board

- 35.1. The first Board consists of those people named in Statement of First Directors filed under Section 10 of the Act and sent to the Registrar of Companies when the Company is formed or as subsequently appointed by them. They hold office until the first annual general meeting at which they may be elected. After that, the Board consists of:
- 35.1.1 not fewer than three and no more than fourteen persons elected by members of the Company; and
 - 35.1.2 not more than 5 additional individuals co-opted at any time by the Board in accordance with Article 39.2.

36. Retirement of members of the Board

- 36.1. New Trustees shall be elected to the Board in an annual general meeting. At the third annual general meeting after his last election a Trustee shall retire. He shall be eligible for re-election provided that no Trustee may serve for a period of more than six years, unless on the recommendation of the Board the Trustee is elected for a further consecutive term of one year. Until the time of his first election in an annual general meeting, a Trustee shall attend Board meetings as an observer, unless he is co-opted onto the Board until the annual general meeting.

37. Change in composition of the Board

- 37.1. 37.1 The make-up and number of the Board may be varied by amendment to these Articles but at no time may the number of the Board be reduced to below three.

38. Notification of change of members of the Board to the Registrar of Companies

- 38.1. All appointments, retirements or removals of Trustees and the Company Secretary (if appointed) must be notified to the Registrar of Companies.

39. Filling vacancies in the Board and Co-option

- 39.1. The Board can appoint anyone as a Trustee to fill a vacancy in the membership of the Board. They will hold office until the next annual general meeting where they may be elected by the members.
- 39.2. The Board may also co-opt up to 5 additional persons onto the Board at any time in excess of the maximum number of Trustees set out in Article 35.1.1 who shall hold office until the next annual general meeting unless they cease to be a Trustee prior to that by virtue of Article 40 or 41. A co-opted Trustee may be removed by the Board at any time and may not be co-opted more than nine times.
- 39.3. Such appointees or co-optees may vote at meetings of the Board.

40. Ending of Board Membership

- 40.1. A Trustee ceases to hold office if he or she:
- 40.1.1 becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or
 - 40.1.2 becomes barred from membership of the Board because of any order made under the Act or the Charities Act 2011; or
 - 40.1.3 is considered by the Board to have become incapable whether mentally or physically of managing his or her own affairs and a majority of the other Trustees resolve that he must cease to hold office; or
 - 40.1.4 resigns the office by notice in writing to the Company but only if at least three Trustees will remain in office when the resignation takes effect; or
 - 40.1.5 is absent from three consecutive meetings of the Trustees and the majority of the Board resolve that his or her term of office should end; or
 - 40.1.6 breaches his duties under the Act and in particular the duties for the proper management of conflicts of interest and the Board resolves to remove him by a resolution by 75% of the other Trustees present and voting at a meeting and that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting; or
 - 40.1.7 is removed from office under Article 41; or
 - 40.1.8 is a co-opted Trustee and is removed by the Board; or
 - 40.1.9 is removed from office by a resolution of at least 75% of the other elected Trustees present and voting at a Board meeting at which at least half of the serving Trustees are present provided that prior to such a meeting the Trustee in question has been given written notice of the intention to propose such a resolution at the meeting.

41. Removal of a Trustee by a General Meeting

- 41.1. A general meeting of members of the Company may remove any Trustee before the end of his or her period of office whatever the rest of these Articles or any agreement between the Company and the Trustee may say.
- 41.2. Removal can take place only by the members of Company passing an ordinary resolution saying so. 10% of the members of the Company may give a notice to the Company of the intention to remove a Trustee and/or appoint a replacement. At least 28 Clear Days' notice before the meeting in question must be given to the Company. Once the Company receives such notice it must immediately send a copy to the Trustee concerned. He or she has a right to be heard at the general meeting. He or she also has the right to make a written statement of reasonable length. If the statement is received in time it must be circulated with the notice of the meeting. If it is not sent out, the Trustee may require it to be read to the meeting. The right to remove a Trustee given under the Article is in addition to, and separate from, rights given under the Act.

42. Meetings of the Board

- 42.1. The Board may meet, adjourn and run its meetings as it wishes, subject to the rest of these Articles.
- 42.2. Questions arising at any meeting must be decided by a majority of votes. Every Trustee has one vote including the Chair. If the votes are equal, the Chair has a second or casting vote.
- 42.3. The Company, if requested by the Chair or any three Trustees, must summon a meeting of the Board.
- 42.4. Notice of a Board Meeting need not be given to any Trustee who is out of the United Kingdom.
- 42.5. Meetings may be held in person, by telephone, or by suitable electronic means agreed by the Board in which all participants may communicate with all other participants.

43. Officers of the Board

- 43.1. The Board may elect or remove the Chair or any other officers that it wishes. Officers shall be appointed from among the Trustees.

44. Quorum for the Board

- 44.1. The quorum necessary for business to be done at a Board meeting may be fixed by the Board but shall never be less than three. A Trustee shall not be counted in the quorum at a meeting in relation to a resolution on which he is not entitled to vote.

45. Vacancies on the Board

- 45.1. The Board may act despite any vacancy on the Board, but if the number of Trustees falls below the quorum, it may act only to summon a general meeting of the Company.

46. A Resolution may be Approved by Signature Without a Meeting

- 46.1. A resolution in Writing signed by all of the Trustees or all the members of any committee is as valid as if it had been passed at a properly held meeting of the Board or committee. The resolution may consist of several documents in the same form signed by one or more members of the Board or committee.

47. Validity of Acts Done at Meetings

- 47.1. If it is discovered that there was some defect in the procedure at a meeting or the appointment of a Trustee or that he or she was disqualified, anything done before the discovery at any meeting of the Board is as valid as if there were no defect or disqualification.

48. Delegation by the Board

- 48.1. The Board may delegate the administration of any of its powers to individual Trustees or committees of Trustees and others and any such committee must contain at least two Trustees and the Trustee or committee must conform to any rules that the Board imposes on it.
- 48.2. The Board may co-opt any person or people who are not Trustees or employees to serve on a committee.
- 48.3. All acts and proceedings of the committees or Trustees must be reported to the Board as soon as possible.

49. Chair of Committees

- 49.1. A committee may elect a chair of its meetings if the Board does not nominate one, however the Chair of the Board may not also be the chair of any committee.
- 49.2. If at any meeting the committee's chair is not present within 10 minutes after the appointed starting time, the members present may choose one of their number to be chair of the meeting.

50. Meetings of Committees

- 50.1. A committee may meet and adjourn whenever it chooses.
- 50.2. Questions at the meeting must be decided by a majority of votes of the members present.
- 50.3. A committee must have minutes entered in minute books.

51. Appointment and Removal of the Company Secretary

51.1. The Board may but, subject to the Act, need not appoint a Company Secretary and may decide his or her period of office, pay and any conditions of service, and may remove him from office.

52. Honorary Officer

52.1. The Board may appoint or remove any person for such terms as they think fit as the President, Vice President or Patron of the Company such office is honorary only and carries no vote or other rights.

53. Actions of Trustees and Company Secretary

53.1. The Act says that some actions must or may be taken both by a Trustee and by the Company Secretary. If one person is both a Trustee and Company Secretary, that one person may not act in the capacity of both Trustee and Company Secretary for any business that requires the action of both a Trustee and the Company Secretary.

54. The Seal

54.1. If the Company shall decide to use a company seal the Board must provide safe custody of the Seal.

54.2. The Seal may only be used as the authority of the Board or of a committee authorised by the Board to use it.

54.3. Everything to which the Seal is affixed must be signed by two persons authorised by the Board. Where the Board has not authorised any such persons it must be:

54.3.1 signed by a Trustee and countersigned by the Company Secretary or by a second Trustee; or

54.3.2 signed by a Trustee and witnessed by an independent third party.

55. Proper Accounts must be Kept

55.1. Accounts shall be prepared in accordance with the Act and the Charities Act.

56. Books must be Kept at the Office

56.1. The books of account must be kept at the Office or at other places decided by the Board. The books of account must always be open to inspection by Trustees.

57. Inspection of Books

57.1. The Trustees must decide whether, how far, when, where and under what rules the books of account may be inspected by members who are not Trustees. A member who is not a Trustee may only inspect a book of account or document of the Company if the right is given by law or authorised by the Trustees or a general meeting.

58. Accounts and Returns

58.1. The Board must, for each financial year, send a copy of its annual accounts and reports (or summary financial statements where appropriate) to every person who is entitled to receive notice of general meetings.

58.2. Copies need not be sent to a person for whom the Company does not have a current address (as defined in the Act).

58.3. The deadline for sending out the accounts and reports (or summary financial statements) is as follows:

58.3.1 the deadline for filing the Company's accounts and reports with Companies House, as prescribed by the Companies Act 2006; or

58.3.2 if earlier, the date on which the Company actually files the accounts and reports (or summary financial statements) with Companies House.

58.4. To the extent required by law, the Board must file the accounts and reports (or summary financial statements) with Companies House and with the Charity Commission within any deadlines specified by law or by the Charity Commission.

58.5. The Board must file with Companies House and the Charity Commission all annual returns and other documents that are required to be filed, within any deadlines specified by law or by the Charity Commission.

59. Appointment of Reporting Accountants or Auditors

59.1. The Company must appoint properly qualified reporting accountants or properly qualified auditors if the level of the Company's income or assets from time to time makes this a legal requirement.

60. Service of Notices

60.1. The Company may give notices, accounts or other documents to any member either:

- 60.1.1 personally; or
- 60.1.2 by delivering them or sending them by ordinary post to the member's registered address; or
- 60.1.3 if the member has provided the Company with a fax number, by sending them by fax to that member. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or
- 60.1.4 if the member has provided the Company with an e-mail address, by sending them by e-mail to that address. This is subject to the member having consented to receipt of the notice, documents or accounts in this way, where this is a legal requirement; or
- 60.1.5 in accordance with the provisions for communication by website set out below.

60.2. If the member lacks a registered address within the United Kingdom, the notice, accounts or documents may be sent to any address within the United Kingdom which he or she has given the Company for that purpose or in accordance with 60.1.1, 60.1.3, 60.1.4 or 60.1.5 above but otherwise no member not within the United Kingdom shall be entitled to receive any notice from the Company.

60.3. If a notice, accounts or other documents are sent by post, they will be treated as having been served by properly addressing, pre-paying and posting a sealed envelope containing them. If sent by fax or email they will be treated as properly sent if the Company receives no indication that they have not been received.

60.4. If sent by post in accordance with this Article, the notice, accounts or other documents will be treated as having been received 48 hours after the envelope containing them was posted if posted by first class post and 72 hours after posting if posted by second class post. If sent by fax or email, the notice, accounts or other documents will be treated as having been received 24 hours after having been properly sent.

60.5. The Company may assume that any fax number or e-mail address given to it by a member remains valid unless the member informs the Company that it is not.

60.6. Where a member has informed the Company in Writing of his consent, or has given deemed consent in accordance with the Act, to receive notices, accounts or other documents from the Company by means of a website, such information will be validly given if the Company sends that member a notification informing him that the documents forming part of the notice, the accounts or other documents, may be viewed on a specified website. The notification must provide the website address, and the place on the website where the information may be accessed and an explanation of how it may be accessed. If the information relates to a general meeting the notification must state that it concerns a notice of a general meeting and give the place, date and time of the meeting. The notice must be available on the website throughout the notice period until the end of the meeting in question.

61. Accidental Omission of Notice

61.1. Sometimes a person entitled to receive a notice of a meeting does not receive it because of accidental omission or some other similar reason. This does not invalidate the proceedings of that meeting.

62. Who is Entitled to Notice of General Meetings

62.1. Notice of every general meeting must be given to:

- 62.1.1 every member (except those members who lack a registered address within the United Kingdom and have not given the Company an address for notices within the United Kingdom and have not consented to receiving notice by email or fax);
- 62.1.2 the reporting accountants or auditor of the Company;
- 62.1.3 all Trustees; and
- 62.1.4 any President or other Honorary position

62.2. No one else is entitled to receive notice of general meetings.

63. Regulations

63.1. The Board may make such regulations, by-laws or standing orders as it sees fit. These must not be inconsistent with the Articles or such that they would otherwise need to be made by a special resolution. No regulation may be made which invalidates any prior act of the Board which would otherwise have been valid.

64. Winding-up of the Company

64.1. A general meeting may decide at any time to dissolve the Company. If the Company is wound up or dissolved, and there remains any property after all debts and liabilities have been met, the property must be given or transferred to some other charitable institution or institutions. This other institution(s) must have objects which are the same as or similar to those of the Company.

64.2. The institution or institutions will be chosen by the Trustees of the Company at or before the time when the Company is wound-up or dissolved.

64.3. In no circumstances shall the property of the charity be paid to or distributed among the members of the charity (except to a member that is itself a charity) and if no decision in accordance with article 64.2 has been made by the trustees the property shall be applied for charitable purposes as directed by the court or the Charity Commission.

