

The Companies Acts 1985 and 1989

COMPANY LIMITED BY GUARANTEE
(AND NOT HAVING A SHARE CAPITAL)

MEMORANDUM OF ASSOCIATION

OF

EAST YORKSHIRE RIVERS TRUST

(Amended by special resolution on the 12th October 2010 & 8th October 2012)

1. The Name of the Company is East Yorkshire Rivers Trust
2. The Registered Office of the Company will be situate in England.
3. The Objects for which the Company is established are: -
 - (A) To conserve, protect, rehabilitate and improve the rivers, streams, watercourses and water impoundments of the catchments comprising the chalk rivers and streams of East Yorkshire and North Yorkshire.
 - (B) To advance the education of the public, or any association, company, local authority, administrative or governmental agency or public body or representative body in: -
 - (1) The understanding of rivers, river corridors and catchments, including their fauna, flora and economic or social activity, and river catchment management.
 - (2) The need for, and benefits of, conservation, protection, rehabilitation and improvement of aquatic environments.
4. In furtherance of the said Objects, but not otherwise, the Company may exercise the following powers, namely: -
 - (A) To organise or make grants towards the cost of others organising meetings, lectures, conferences, seminars, broadcasts, training or any other form of educational instruction.

- (B) To produce, publish and distribute or to make grants to others towards the cost of producing, publishing or distributing material in any form including either printed, electronic, disk or video that may be deemed desirable for the promotion of the Objects of the Company or for the purpose of informing Members and/or others of the needs or progress of the Company.
- (C) To recognise as associated organisations charities having objects which are similar to or which include the objects of the Company.
- (D) To make grants and loans whether out of income or capital and upon such terms and conditions as to interest, repayment, security or otherwise and to guarantee or to use the assets of the Company as security for the performance of contracts entered into by any person, association, company, local authority, administrative or governmental agency or public body as may be thought fit for or towards charitable purposes in any way connected with or considered reasonable to further the Objects of the Company.
- (E) To accept any gifts, endowments, legacies, bequests, devises, subscriptions, grants, loans or income of any other kind of money or property of any kind including contributions subject to special trusts or conditions; provided that in respect of any contributions subject to special trusts or conditions the Company shall hold and apply the same in accordance therewith and shall only deal with or invest the same in such manner allowed by law, having regard to such trusts.
- (F) To raise funds for the Company by personal or written appeals, public meetings or otherwise as may from time to time be deemed expedient; provided that the Company shall not undertake any trading activity save as set forth in Paragraph (G) hereof.
- (G) To carry out trading activities provided that the trade is exercised in the course of carrying out primary purpose activities of the Company as construed under charity laws and regulations from time to time in force and/or the trade is not taxable.
- (H) To operate bank accounts in the name of the Company and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills, cheques and other instruments.
- (I) To invest money of the Company not immediately required for its purposes in any investments, securities or property of any other kind and situated anywhere in the world whether involving liabilities or producing income or not as thought fit; subject always to such conditions and such consents as may for the time being be imposed or required by law.
- (J) To buy, lease, exchange, hire or otherwise acquire any real or personal property and any rights or privileges that the Company may think necessary for the promotion of its Objects and to maintain, manage, construct and or alter any buildings or demonstration sites and to equip and fit out any property and buildings for use.

- (K) Subject to such consents as may be required by law, to sell, let, mortgage or otherwise dispose of all or any of the property or assets of the Company.
- (L) Subject to such consents required by law, to borrow or raise money for the purposes of the Company on such terms and conditions and on such security as may be thought fit.
- (M) To employ, engage or retain the services of such persons as may be necessary or desirable for the achievement of the Objects of the Company on such terms and conditions as may be thought fit and to make all reasonable provisions for the payment of pensions to employees, their families and dependents.
- (N) To delegate upon such terms and conditions and at such reasonable remuneration as the Company may think fit to investment managers duly authorised to carry out investment business under the law or regulations for the time being the exercise of all or any of its powers of investment.
- (O) To permit any investments belonging to the Company to be held in the name of any bank, professional firm or company as nominee for the Company and to pay any such nominee reasonable and proper remuneration for acting as such.
- (P) To pay out of the funds of the Company the cost of any premium in respect of any insurance or indemnity to cover the liability of the Board or any Trustee which, by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of Company of which they may be guilty in relation to the Company; provided that any such insurance or indemnity shall not extend to any claim arising from criminal or wilful or deliberate act, omission, neglect or default on the part of the Board (or any Trustee) and provided that any such insurance shall not extend to the costs of an unsuccessful defence to a criminal prosecution brought against the Board in their capacity as directors of the Company.
- (Q) To establish charitable trusts for any particular purposes of the Company, to act as trustee of any special charitable Company whether established by the Company or otherwise and generally to undertake and execute any charitable Company that may be lawfully undertaken by the Company and may be conducive to its Objects.
- (R) To co-operate with other charities, voluntary organisations, statutory authorities and others in furtherance of the Objects of the Company or similar charitable purposes.
- (S) To establish and support or aid in the establishment and support of any charitable companies, associations or institutions in any way connected with the purposes of the Company or considered to further its Objects.
- (T) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.


- (U) To do all such other lawful things as in the opinion of the Board of the Company are or may be incidental or conducive to the attainment of the Company's Objects or any of them.
5. The income and property of the Company shall be applied solely towards the promotion of the Objects as set forth in this Memorandum of Association and no part shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to Members and no Trustee shall be appointed to any office of the Company paid by salary or fees or receive any remuneration or other benefit in money or benefit in kind (other than a benefit in his capacity as a beneficiary of the Company); provided that nothing herein shall prevent any payment in good faith by the Company: -
- (1) Of the usual professional charges for business done by any Trustee who is a solicitor, accountant or other person engaged in a profession, or by any partner of his, when instructed by the Company to act in a professional capacity on its behalf: Provided that at no time shall a majority of the Board benefit under this provision and that a Trustee shall withdraw from any meeting at which his appointment or remuneration, or that of his partner, is under discussion.
 - (2) Of reasonable and proper remuneration to any Member, officer or servant of the Company who is not a Trustee for any services rendered to the Company.
 - (3) Of reasonable and proper remuneration for any services rendered to the Company by any Trustee for which the prior written approval of the Charity Commission has been obtained.
 - (4) Of interest on money lent by any Member or Trustee at a rate not exceeding 2% less than the published base lending rate of a clearing bank to be selected by the Trustees.
 - (5) Of reasonable and proper rent for premises demised or let by any Member or a Trustee.
 - (6) To any Trustee of reasonable out-of-pocket expenses.
 - (7) To a company of which a Trustee may be a member holding not more than one per cent of the issued capital of that company.
 - (8) Of reasonable and proper premiums in respect of Trustees' indemnity insurance, effected pursuant to Paragraph 4 (P) above.
 - (9) To any trust or other organisation having charitable objects of which a Trustee is a trustee (or, in the case of a company limited by guarantee, a director).
6. The liability of the Registered Members is Limited.

7. Every Member undertakes to contribute to the assets of the Company, in the event of it being wound up while he or she is a Member, or within one year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding £1.
8. (1) The Members of the Company may at any time before, and in expectation of, its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision has been made for them, shall on or before the dissolution of the Company be applied or transferred in any of the following ways: -
 - (a) Directly for the Objects.
 - (b) By transfer to any charity or charities, for purposes similar to the Objects.
 - (c) To any charity for use for particular purposes that fall within the Objects.
- (2) Subject to any such resolution of the Members of the Company, the Trustees may at any time before and in expectation of its dissolution resolve that any net assets of the Company after all its debts and liabilities have been paid, or provision made for them, shall on dissolution be applied or transferred: -
 - (a) Directly for the Objects.
 - (b) By transfer to any charity or charities for purposes similar to the Objects.
 - (c) To any charity for use for particular purposes that fall within the Objects.
- (3) In no circumstances shall the net assets of the Company be paid to or distributed among the Members of the Company and if no such resolution is passed by the Members or the Trustees the net assets of the Company shall be applied for charitable purposes as directed by the Court of the Charity Commission.
9. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless previously submitted to and approved by the Charity Commission or any successor thereto or which would cause it to cease to be a registered charity [or an objection thereto is submitted by the East Yorkshire Rivers Trust within 21 clear days after receiving notice setting out the details thereof].
10. Words and expressions defined in the Articles of Association of the Company have the same meanings in this Memorandum.

Specimen 2005

We, the persons whose names and addresses are subscribed, are desirous of being formed into a Company under this Memorandum of Association.

Names and Addresses and Signatures of Subscribers

Alan Mullinger 1 Riverside, Driffield. East Yorkshire. YO25 6PA	
Trevor Charles Londesborough Woodend Farm.Rise. Hull. HU11 5BL.	
Jonathan Patrick Traill 2 Walkhouse Cottage Market Weighton. East Yorkshire. YO43 3LU	

Dated:

Witness to the signatures of
the subscribers above:

Name:

Address:

Occupation: